WELLS'

EVERY MAN HIS OWN LAWYER,

AND

United States Form Book:

BEING A COMPLETE GUIDE IN ALL MATTERS OF LAW AND BUSINESS NEGOTIATIONS,

FOR EVERY STATE IN THE UNION:

CONTAINING LEGAL FORMS OF

Deeds, Mortgages, Leases, Affidavits, Depositions, Bonds, Orders, Contracts, Powers of Attorney, Certificates of Citizenship, Agreements, Assignments, Awards, Declarations, Notes of Hand, Demands, Letters of Credit, Arbitration Bonds, Partnership Articles, Releases, Administrators' and Executors' Deeds and Instructions, Orders, Wills, Codicils, Apprenticeship Indentures, Submissions, Land Jointures, Tenants' and Landlords' Agreements, Receipts, Pensions, Public Lands, Land Warrants, Composition with Creditors, Oaths, Satisfaction of Mortgages, Pre-emption Laws, Patent Laws, giving full instructions to Inventors,

WITH FULL AND COMPLETE INSTRUCTIONS FOR PROCEEDING, WITHOUT LEGAL ASSISTANCE, IN SUITS AND BUSINESS TRANSACTIONS OF EVERY DESCRIPTION.

ALSO, CONTAINING LIST OF

Property Exempt from Execution, Lien Law, Law of Limitation, Law of Contracts, Usury Laws, Guide for Proceedings in Cases of Divorce, Custom-House Entries and Forms, Law of Partnerships, Liabilities of Common Carriers, Peddlers' Licenses to Sell Goods in the various States,

CONSTITUTION OF THE UNITED STATES,

A COMPLETE SYSTEM OF BOOK-KEEPING,

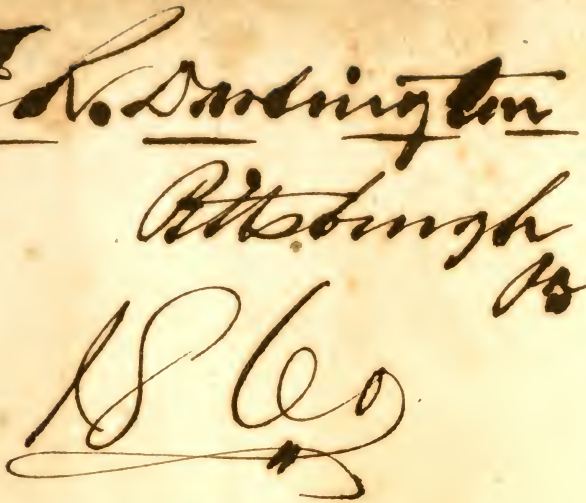
Interest Tables, Gold and Silver Coin Tables,

SEALS OF EVERY STATE IN THE UNION,

&c., &c., &c.

NEW-YORK:
JOHN G. WELLS, CORNER PARK ROW AND BEEKMAN ST.,
CINCINNATI, OHIO:
MACK R. BARNITZ, 38 AND 40 WEST FOURTH ST.

1860.



NEW EDITION—REVISED AND ENLARGED.

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ALSO CONTAINING

Pre-emption Laws, Patent Laws, with full Instructions to Inventors; Marriage and Divorce, Custom House Regulations, Forms and Tariff of Duties Liabilities of Common Carriers, Law of Partnership, Minors, Dower Naturalization, &c., with full and complete instructions for proceeding, without Legal assistance, in suits and business transactions of every description.

ALSO CONTAINING

State and Territorial Laws concerning Property exempt from Execution, Lien Law, Law of Limitation, Law of Contract. Pedlers' License to sell Goods, Legal Rates of Interest, Qualifications of Voters, &c., &c.

ALSO,

CONSTITUTION OF THE UNITED STATES—SEALS OF EVERY STATE IN THE UNION, GOLD AND SILVER COIN TABLES, &c., &c., &c.

New-York:

JOHN G. WELLS, COR. PARK ROW AND BEEKMAN-ST.
JOHN L. WILSON, WILLIAMSBURGH, L. I.
BAMFORD & BALDWIN, CHICAGO, ILL.

1860.

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INTRODUCTORY.

This work has been prepared by an association of lawyers of well known standing and ability—and no pains or expense spared to make the work every way especially adapted to the wants of every business man, in every State in the Union.

The utility of a volume of this character is too obvious to need commendation. The design in its preparation has been to offer the professional man, the farmer, the mechanic, and the business man, a comprehensive and reliable work, which will enable him to draw up any instrument in writing that may be required in the course of business, in a legal form; to furnish him with all such legal information as is usually called for in the various avocations of life; and to make a plain, common-sense work, that every body can understand, and which will enable any man or woman to be his or her own lawyer. To make such a work is no small task; but patience and industry are equal to every enterprise, no matter how difficult, and the result of our labor is in the present volume.

The City Wholesale Merchant,

Whose customers are scattered throughout the country, cannot safely give them credit unless he is familiar with the laws of the various States in which they reside, for

The Collection of Debts, the Limitation of Actions, the Law of Frauds, the kind of Property Exempt from Attachment, Rates of Interest, Pedlers' License to sell Goods,

And the liberty granted by each State for dishonest men to betray the confidence of their creditors, all of which information is given in the present work.

The City Retailer,

Whose customers are at home, cannot safely give them credit without being "posted up" on the legal details concerning false

representations on the part of buyers, which, together with the law forms of

Copartnership Agreements and Dissolutions, Assignments of Goods to Creditors and Others, Policies of Insurance, Powers and Instructions for all the successive Legal steps in cases of Bankruptcy, Promissory Notes, Due Bills, Receipts, Money Orders, Tabular Lists of the value of all kinds of Gold and Silver Coins,

And a vast amount of all other necessary information, may be found in the work now offered for his consideration.

The Country Merchant

Is also carefully provided for. For him we have prepared a great amount of detailed legal information, which is almost daily called for in his business; together with

Forms of Bills of Sale, Letters of Credit, Contracts, Notes, Orders, Business Bills and Orders, Agreements for the Sale of all kinds of Personal Property, Bonds, Chattel and other Mortgages, Orders and Due Bills for Goods,

And various other matters, too numerous to specify, all of which will be found in the table of contents.

The City or Country Lawyer

Will here find, ready at his hand, in compact and reliable shape, forms for legal instruments of every description, including those for

Deeds, Bonds, Mortgages, Indentures, Powers of Attorney, Articles of Copartnership, Letters of License and Credit, Agreements, Satisfactions, Judgments, Leases, Wills and Codicils, Composition with Creditors, &c., &c., &c.,

Together with a great mass of carefully collected information, which will enable him to state the law points on nearly all cases that may be brought before him.

The Farmer,

Also, has been cared for. For him we have gathered all the forms now in use for

Deeds of all kinds, Mortgages, Satisfaction of Mortgages, Bills of Sale foe all kinds of Property, the Laws in refer-

ENCE TO LOST, STRAYED AND STOLEN CATTLE, FENCES, ROADS, CULTIVATION OF LANDS, HOMESTEAD AND EXEMPTIONS; THE LAWS, FORMS AND STEPS TO BE TAKEN FOR RECOVERING OR OBTAINING TITLES TO PUBLIC LANDS,

And a large amount of other important forms and information, the details of which may be found by turning to the contents.

The Mechanic

Will find, in addition to a great store of other valuable matter,

THE LIEN LAWS OF THE VARIOUS STATES AND TERRITORIES, THE STATUTE OF LIMITATION TO ACTIONS, THE LIABILITIES OF CONTRACTORS, JOURNEYMEN, AND APPRENTICES, FORMS OF BUILDING AND OTHER CONTRACTS. THE LAWS OF THE DIFFERENT STATES AND TERRITORIES IN REGARD TO THE CLAIMS OF WORKMEN FOR LABOR, AND INSTRUCTIONS FOR PROCEEDINGS IN COLLECTING THE SAME.

For Landlords and Tenants,

We have provided Forms of Leases, Agreements, and all the necessary instructions and legal forms of installing and removing tenants.

For Emigrants,

We have prepared instructions and forms of steps for obtaining lands, as well from the government as from individuals; also, the laws of the different States in regard to everything pertaining to citizenship; purchasing, mortgaging, recording and selling property; horse, sheep, dog, and general cattle laws; taking land on shares, &c., &c., &c.

For Married Men and Women,

We have given full instructions for reserving property in view of marriage, and for those who need them, complete instructions and forms for proceedings in cases of Divorce; together with information on all subjects that usually come before the courts concerning married couples.

Executors, Administrators, Guardians and Minors,

Are also fully provided for. In fine, we have endeavored to make a work adapted to the wants of everybody who prefers, in all ordinary matters, to avoid the grievous expense and waste of time which attend all business and cases intrusted to lawyers.

Revised Edition.

As the plates of Wells' "Every Man His Own Lawyer" were destroyed by fire, and consequently the publishers forced to get up new plates, it afforded a good opportunity for an entire and thorough revision of the whole work, giving such alterations and additions as were required to make the Special Laws in each State and Territory as complete and reliable as possible; and this revision was the more necessary, because some of the States had recently reorganized their Statute Laws, and nearly all of them made many important alterations. In addition to this, there were the Laws of two new States, Minnesota and Oregon, to be added, and also the Laws which are now in force in the Territories. To accomplish this purpose, the Revised Statutes and latest enactments of each State and Territory have been critically examined, and carefully compared with the pages devoted to the different States, in the former work, by a thoroughly educated lawyer of well known standing and ability, assisted by a business man who is well acquainted with the wants of the mechanical and commercial communities throughout the Union. It may, therefore, with confidence be affirmed, that there is no work extant which is equal to it in point of fullness and correctness, or so well adapted for the guidance of not only the hundreds of thousands who have had the previous editions, but also of every man and business woman, in whatever business engaged, or wherever located.

New-York, 1860.

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WELLS'

EVERY MAN HIS OWN LAWYER,

AND

UNITED STATES FORM BOOK.

A COMPLETE GUIDE IN ALL MATTERS OF LAW AND BUSINESS NEGOTIATIONS, FOR EVERY STATE IN THE UNION.

AGREEMENTS.

All Agreements are null and void at the end of one year from their dates, unless the contract, or some memorandum thereof, stating the consideration, be *in writing* and signed by the parties by whom the agreement is made.

All leases expire at the end of one year, unless there is a *written* agreement, stating the consideration, for a longer period.

All agreements expire at the end of one year unless they explicitly state that they are for a longer period.

Signatures signed with a lead pencil, or by making a mark, if the parties make them cannot write, if done in the presence of one or more witnesses, are good in law. But when a *pen* can be had, it should be used in preference, to obviate the possibility of legal quibbling.

Agreements which fail to show that they were made for a consideration—that is, without a fair or reasonable sum of money, or property to the value of money—are void in law.

Every agreement should distinctly specify the time within which, or at the end of which, its conditions shall be complied with.

Every instrument is better in law *with* a seal than *without* one.

General Form of Agreement.

THIS AGREEMENT, made this *first* day of *May*, one thousand eight hundred and *sixty*, between JOHN DEAN, of the *city* of *Hartford*, in the county of *Hartford*, and state of *Connecticut*, of the first part, and JAMES GOOD of the *village* of *Windsor*, in *said county and state*, of the second part—

WITNESSETH, That the said JOHN DEAN, in consideration of the covenants on the part of the party of the second part, hereinafter contained, doth covenant and agree to and with the said JAMES GOOD, that [*here insert the agreement on the part of John Dean.*]

And the said JAMES GOOD, in consideration of the covenants on the part of the party of the first part, doth covenant and agree to and with the said JOHN DEAN, that [*here insert the agreement on the part of James Good.*]

In witness whereof, we have hereunto set our hands and seals, the day and year first above written.

Sealed and delivered, in presence of JOHN STOUT, ISAAC FOWLER. } JOHN DEAN. [L.S] JAMES GOOD. [L.S.]

[*When required this clause may be inserted:*]

And it is further agreed, between the parties hereto, that the party that shall fail to perform this agreement on his part, will pay to the other the full sum of *fifty* dollars, as liquidated, fixed, and settled damages.

Agreement for the Purchase of a House and Lot.

MEMORANDUM of an agreement made this 10th day of July, in the year 1860, between JOHN ROWLEY, Printer, of the city of New-York, and CARLTON BRYANT, Merchant, of the same city, *witnesseth* —That the said JOHN ROWLEY agrees to sell, and the said CARLTON BRYANT agrees to purchase, for the price or consideration of —— dollars, the house and lot known and distinguished as number ninety-nine, in —— street, in the said city of New-York. The possession of the property is to be delivered on the first day of May next, when twenty-five per cent. of the purchase-money is to be paid in cash, and a bond and mortgage on the premises, bearing seven per cent interest, payable in five years (such interest payable quarterly), is to be executed for the balance of the purchase

money, at which time also a deed of conveyance in fee simple, containing the usual full covenants and warranty, is to be delivered, executed by the said JOHN ROWLEY and wife, and the title made satisfactory to the said CARLTON BRYANT; it being understood that this agreement shall be binding upon the heirs, executors, administrators and assigns of the respective parties; and also that the said premises are now insured for —— dollars, and, in case the said house should be burnt before the said first day of May next, that the said JOHN ROWLEY shall hold the said insurance in trust for, and will then transfer the same to the said CARLTON BRYANT, with the said deed.

In witness, &c., [*as in General Form.*]

Agreement for the Sale of Real Estate.

ARTICLES of agreement made and entered into this —— day of —— between A. B. of ——, of the one part, and C. D. of ——, of the other part, as follows: The said A. B. doth hereby agree with the said C. D. to sell to him the lot of ground, [here describe it.] for the sum of ——; and that he, the said A. B., shall and will, on the —— day of —— next, on receiving from the said C. D. the said sum, at his own cost and expense, execute a proper conveyance for the conveying and assuring the fee simple of the said premises to the said C. D., free from all encumbrances, which conveyance shall contain a general warranty and the usual full covenants. And the said C. D. agrees with the said A. B. that he, the said C. D., shall and will, on the said —— day of —— next, and on execution of such conveyance, pay unto the said A. B. the sum of —— aforesaid. And it is further agreed, between the parties aforesaid, as follows: The said A. B. shall ~~have and retain~~ the possession of the property, and receive and be entitled to the rents and profits thereof, until the said —— day of —— next; when, and upon the delivery of the conveyance, the possession is to be delivered to the said C. D. And it is understood that the stipulations aforesaid are to apply to and to bind the heirs, executors and administrators of the respective parties. And in case of failure, the parties bind themselves each unto the other in the sum of —— which they hereby consent to fix and liquidate the amount of damages to be paid by the failing party for his non-performance.

In witness, &c., [*as in General Form.*]

Agreement for a Lease.

MEMORANDUM of an agreement made this —— day of ——, in the year ——, between A. B. of the city of New York, Esquire, and C. D., of said city, merchant, *witnesseth*, That the said A. B.

agrees, by indenture, to be executed on or before the —— day of —— next, to demise and let the said C. D. the house and lot known as number —— in —— street, in said city, at present in the occupation of E. F., to hold to the said C. D. his executors, administrators, and assigns, from the first day of May next, for and during the term of twenty-one years, at or under the clear yearly rent of —— dollars, payable quarterly, clear of all taxes and deductions; in which lease there shall be contained covenants on the part of the said C. D., his executors, administrators, and assigns, to pay rent, (except in case the premises are destroyed by fire, the rent is to cease until they are rebuilt,) and to pay all taxes and assessments; to repair the premises, (except damages by fire:) not to carry on any offensive or other business upon the premises, (except by the written permission of the said A. B.:) to deliver the same up at the end of the term in good repair, (except damages by fire as aforesaid;) with all other usual and reasonable covenants; and a proviso for the re-entry of the said A. B., his heirs or assigns, in case of the non-payment of the rent for the space of fifteen days after either of the said rent-days, or the non-performance of any of the covenants; and there shall also be contained therein covenants on the part of the said A. B., his heirs and assigns, for quiet enjoyment, to renew said lease at the expiration of said term, for a further period of twenty-one years at the same rent on the said C. D., his executors, administrators, or assigns, paying the said A. B., his executors, administrators, or assigns, the sum of —— dollars as a premium for such renewal; and that, in case of an accidental fire, at any time during the said terms, or either of them, the said A. B. will forthwith proceed to put the premises in as good repair as before the fire, the rent in the mean time to cease; and the said C. D. hereby agrees to accept such lease on the terms aforesaid; and it is mutually agreed that the costs of making, executing, and recording said lease, and a counterpart thereof, shall be borne by the said parties equally.

As witness, &c., [*as in General Form.*]

Agreement for Building a House.

Memorandum.—That on this —— day of ——, it is agreed between A. B. of —— and C. D. of ——, in manner following, viz.: the said C. D., for the considerations hereinafter mentioned, doth for himself, his heirs, executors, and administrators, covenant with the said A. B., his executors, administrators, and assigns, that he the said C. D. or his assigns shall and will, within the space of —— next after the date hereof, in a good and workmanlike manner, and at his own proper charge and expense, at ——, well and substantially erect, build, and finish, one house, or messuage, according to the draught, scheme, and explanation hereunto annexed, with such stone, brick, timber, and other materials, as the said A.

B. or his assigns shall find or provide for the same: In consideration whereof, the said A. B. doth for himself, his executors, and administrators, covenant with the said C. D., his executors, administrators, and assigns, well and truly to pay unto the said C. D., his executors, administrators, and assigns, the sum of —— of lawful money of —— in manner following, viz.: —— part thereof at the beginning of the said work —— another part thereof when the said work shall be half done, and the remaining —— in full for the said work, when the same shall be completely finished: And also that he, the said A. B., his executors, administrators, or assigns, shall and will from time to time, as the same shall be required, at his and their own proper expense, find and provide stone, brick, timber, and other materials necessary for making, building, and finishing the said house. And for the performance of all and every the articles and agreements above mentioned, the said A. B. and C. D. do hereby bind themselves, their executors, administrators, and assigns, each to the other, in the penal sum of —— firmly by these presents.

In witness, &c., [*as in General Form.*]

Agreement respecting a Party Wall.

THIS agreement, made this —— day of ——, in the year ——, between D. L. of the City of New York, merchant, of the first part, and P. S. of said city, merchant, of the second part, *witnesseth.* Whereas, the said D. L. is the owner in fee of the lot and store known as number 90 in —— street, in the third ward of the City of New York, and the said P. S. the owner in fee of the lot known as number 92 in —— street, aforesaid, immediately adjoining to and on the southerly side of said lot and store number 90, on which lot of the said P. S. he is about to erect a brick store. And whereas, it has been agreed, by and between the said parties, that the said P. S., in erecting his said store, shall make use of the gable end wall of the said store of the said D. L., immediately contiguous to and adjoining the said lot of the said P. S., as a party wall, upon the terms, conditions, and considerations hereinafter mentioned, the said gable end wall of the said D. L., so to be used as a party wall, standing and being entirely on the said lot of the said D. L. Now, therefore, this agreement witnesseth, that the said D. L., for and in consideration of the sum of —— dollars to him in hand paid by the said P. S., at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, doth, for himself, his heirs, executors, administrators, and assigns, covenant, grant, promise, and agree to and with the said P. S., his heirs, executors, administrators, and assigns, forever, that he, the said P. S., his heirs and assigns, shall and may, in erecting and building the said store upon the said lot of the said P. S., freely and lawfully,

but in a workmanlike manner, and without any interruption, molestation, or hinderance of or from the said D. L., his heirs or assigns, make use of the said gable end wall of the said store of the said D. L., immediately adjoining or contiguous to the said lot of the said P. S., or such parts and so much thereof as he the said P. S., his heirs or assigns, may choose as a party wall. And further, that should the said wall, hereby made a party wall, be at any future time or times injured or destroyed, either by decay, lapse of time, fire, accident, or other cause whatever, so as to require to be either repaired or rebuilt, in whole or in part, then and in every such case, the said D. L. and the said P. S. by these presents, for themselves respectively, and their respective heirs and assigns forever, mutually covenant and agree, to and with each other and their respective heirs and assigns forever, that such reparation or rebuilding, as the case may be, shall be at the mutual joint and equal expense of them the said D. L. and P. S., their respective heirs and assigns forever; as to so much and such parts of the said wall as shall be used by the said P. S., his heirs and assigns, in erecting and building the said store which he is now about erecting on his said lot, and as to all coping of the said gable end, whether such coping be used by the said P. S., his heirs and assigns, in erecting and building the said store or not, and as to the residue of the said wall not used by the said P. S., his heirs or assigns, in erecting and building the said store, such reparation or rebuilding of such residue of the said wall shall be at the sole and separate expense of the said D. L., his heirs or assigns forever; and that in every case of such reparation or rebuilding, should the same be necessary and proper, and either party, his heirs or assigns, request the other to unite in the same, and to contribute to the expense thereof, according to the true intent and meaning of this agreement, then the other party, his heirs or assigns forever, may cause such reparation or rebuilding to be made and done, and charge the other party, his heirs and assigns, forever, with the proportion of the expenses, costs, and charges thereof, according to the true intent and meaning of this agreement; and that in every case of such reparation or rebuilding, as the case may be, such repairs shall restore the said wall to the state and condition in which it now is in all respects, as nearly as may be; and that in every case of rebuilding, such wall shall be rebuilt upon the same spot on which it now stands, and be of the same size and the same materials, as far as they may go, and as to the deficiency with others of the same quality and goodness, and in all respects shall be made of the same quality and goodness as the present wall. It being further in like manner mutually understood and agreed, by and between the said parties, that this agreement shall be perpetual, and run with the land, and be obligatory upon the heirs and assigns of the said parties, respectively, forever, and in all cases and on all occasions, shall be construed as a covenant running with the land: but that this

agreement shall not have the effect or operation of conveying to the said P. S., his heirs or assigns, the fee simple of the one moiety or any other part of the ground or land on which the said wall now stands, but only the right to the use and benefit of the said wall as, a party wall, forever.

In witness, &c., [*as in General Form.*]

Agreement for making and delivering Boots.

This Agreement, made this —— day of ——, in the year ——, by and between A. B. of ——, and C. D. of ——:

Witnesseth, that the said A. B., in consideration of the covenants on the part of the party of the second part, to be performed, doth covenant and agree, to and with the said C. D., that he will, within [*here insert the time*] from the date hereof, make and deliver to the said C. D. *ten thousand* pairs of boots, made from *calfskin*, of the first quality, and of the following sizes [*here insert sizes*].

And the said C. D. covenants to pay to the said A. B. *two* dollars for each pair, upon the completion of the delivery of the said *ten thousand* pairs, if the same are delivered within [*insert the time agreed upon*] from the date hereof, as aforesaid.

In witness, &c. [*as in General Form.*]

Agreement for a Sale of Wheat.

Memorandum.—It is agreed, by and between E. F. of, &c., That he, the said G. H., in consideration of three hundred bushels of wheat, sold to him this day by the said E. F., and by him agreed to be delivered to the said G. H., free of all charges and expenses whatsoever, at, on, or before, &c., next, shall and will pay, or cause to be paid to the said E. F., or his assigns, within three months after such delivery, the sum of, &c. And the said E. F., in consideration of the agreement aforesaid of the said G. H., doth promise and agree, on or before, &c., aforesaid, at his proper expenses to send in and deliver to the said G. H., or his assigns, the said three hundred bushels of wheat, so sold him as aforesaid, and that he the said E. F. shall and will warrant the same to be good, clean, and merchantable grain.

In witness, &c., [*as in General Form.*]

Agreement to build a House according to a Plan annexed.

Be it remembered, that on this —— day of ——, A. D. 1856, it is agreed by and between A. B. of ——, and C. D. of ——, in manner and form following, viz.:

The said D. C., for the considerations hereinafter mentioned,

doth, for himself, his executors and administrators, promise and agree to and with the said A. B., his executors, administrators, and assigns, that he, the said C. D., or his assigns, shall and will, within the space of —— next after the date hereof, in good and workmanlike manner, and according to the best of his art and skill, at ——, well and substantially erect, build, set up, and finish, one house or messuage, according to the draught or scheme hereunto annexed, of the dimensions following, viz., &c., and to compose the same with such stone, brick, timber, and other materials, as the said A. B. or his assigns shall find and provide for the same: In consideration whereof, the said A. B. doth for himself, his executors and administrators, promise and agree, to and with the said C. D., his executors, administrators and assigns, well and truly to pay, or cause to be paid, unto the said C. D., or his assigns, the sum of ——, in manner following, that is to say, the sum of —— part thereof at the beginning of the said work: the sum of —— more, another part thereof, when the same shall be completely finished; and also that the said A. B., his executors, administrators, or assigns, shall and will, at his and their own proper expense, find and provide all the stone, brick, tile, timber, and other materials necessary for making and building the said house. And for the performance of all and every the articles and agreements above mentioned, the said A. B. and C. D. do hereby bind themselves, their executors, &c., each to the other, in the penal sum of ——, firmly by these presents.

In witness whereof, &c., [*as in General Form.*]

[*Here annex Plan.*]

Agreement to Change a Mortgage Security.

This agreement, made the —— day of ——, in the year ——, between the Rector, Wardens, and Vestrymen of the —— Church, in the city of New-York, of the first part, and C. M., of the said city, gentleman, of the second part, *witnesseth:* That whereas the said parties of the first part have sold and conveyed in fee, unto the said party of the second part, the six several lots of ground in said city known as numbers —— —— for the price or consideration of $50,000, part of which sum has been paid down on the delivery of the deeds therefor; and, whereas, in order to secure to the said parties of the first part, the payment of the residue of said purchase money, to wit, the sum of $30,000, in six equal payments of $5,000 each, in ten years, with interest thereon at the rate of five per cent. per annum, the said party of the second part, and his wife, have executed and delivered to the said parties of the first part, six several mortgages on the said premises, as collateral security for the six several bonds of corresponding amounts, executed and delivered by the said party of the second part to the said parties of the first part; and, whereas, also, it may at some

future period become expedient, or advantageous, for the said party of the second part to sell or otherwise dispose of the said premises, so by him purchased as aforesaid, free and clear from the incumbrance of the said mortgages: Now, therefore, this agreement *witnesseth:* That the said parties of the first part, for and in consideration of the premises, do, for themselves, their successors and assigns, forever covenant, promise, and agree, to and with the said party of the second part, his heirs, executors, administrators, and assigns, that he, the said party of the second part, shall and may at all times hereafter, have and retain the right of changing the security above mentioned, by substituting, instead of any, either, or all of the said mortgages, the like security on other real estate or property of at least equal value with the said mortgaged premises. And this agreement further witnesseth: that whenever the said party of the second part, his heirs, executors, administrators, or assigns, shall furnish the said parties of the first part, their successors or assigns, with such other satisfactory security as aforesaid, the said parties of the first part, their successors and assigns, shall and will, upon request to them made, forthwith execute and deliver to the said party of the second part, his heirs, executors, administrators, and assigns, good and sufficient releases and discharges of the said mortgages, or any of them, and of the said premises therein mentioned.

In witness, &c., [*as in General Form.*]

Agreement for the Sale and Purchase of Land.

Articles of agreement made and concluded this first day of January, A. D. 1860, at Cincinnati, in the State of Ohio, by and between A. B., of said Cincinnati, yeoman, and C. D., of Buffalo, in the State of New-York, yeoman.

First. The said A. B., in consideration of the sum of —— dollars to him paid by the said C. D., (the receipt whereof is hereby acknowledged,) and in further consideration of the promise of the said C. D. hereinafter contained, doth hereby promise and agree, to and with the said C. D., that he will, on or before the first day of July next, make and deliver to the said C. D. a good and sufficient deed, with the usual covenants of warranty, release of dower, &c., of all that tract of land situate, lying, and being in the town of ——, in the county of ——, and state of ——, known as the ——, &c., [*or,* bounded and described as follows: ——]

Second. In consideration whereof, the said C. D. doth hereby promise and agree, to and with the said A. B., that he will, on such deed being tendered to him by the said A. B., on or before the said first day of July next, pay to the said A. B. the further sum of —— dollars, in addition to the payment already made, being the balance of the purchase money hereby agreed upon for the said tract of land;

And to the true and faithful performance of all the agreements herein contained, on the part of the said A. B. and C. D., each of them binds himself, his heirs, executors, and administrators, to the other and his heirs, executors, and administrators.

In witness whereof, &c., [*as in General Form.*]

Agreement to be signed by an Auctioneer, after a Sale of Land at Auction.

I HEREBY acknowledge that A. B. has been this day declared by me the highest bidder and purchaser of [*describe the land,*] at the sum of —— dollars, [*or*, at the sum of —— dollars —— cents per acre, or foot,] and that he has paid into my hands the sum of ——, as a deposit, and in part payment of the purchase money; and I hereby agree that the vender, C. D., shall in all respects fulfil the conditions of sale hereto annexed. Witness my hand, at ——, on the —— day of ——, A. D., 1860.

J. S., *Auctioneer.*

Agreement to be signed by the Purchaser of Lands at Auction.

I HEREBY acknowledge, that I have this day purchased at public auction all that [*describe the land,*] for the sum of —— dollars, [*or*, for the price of —— dollars —— cents per acre, or per foot,] and have paid into the hands of J. S., the auctioneer, the sum of ——, as a deposit, and in part payment of the said purchase money; and I hereby agree to pay the remaining sum of —— unto C. D., the vendor, at ——, on or before the —— day of ——, and in all other respects on my part to fulfil the annexed conditions of sale. Witness my hand, this —— day of ——, A. D., 1860.

A. B.

Articles of Copartnership.

ARTICLES of copartnership made and concluded this —— day of ——, in the year one thousand eight hundred and sixty, by and between A. B., bookseller, of the first part, and C. D., bookseller, of the second part, both of ——, in the county of ——.

Whereas it is the intention of the said parties to form a copartnership, for the purpose of carrying on the retail business of booksellers and stationers, for which purpose they have agreed on the following terms and articles of agreement, to the faithful performance of which they mutually bind and engage themselves each to the other, his executors and administrators.

First. The style of the said copartnership shall be "—— and

company;" and it shall continue for the term of —— years from the above date, except in case of the death of either of the said parties within the said term.

Second. The said A. B. and C. D. are the proprietors of the stock, a schedule of which is contained in their stock book, in the proportion of two thirds to the said A. B., and of one third to the said C. D.; and the said parties shall continue to be owners of their joint stock in the same proportions; and in case of any addition being made to the same by mutual consent, the said A. B. shall advance two thirds, and the said C. D. one third of the cost thereof.

Third. All profits which may accrue to the said partnership shall be divided, and all losses happening to the said firm, whether from bad debts, depreciation of goods, or any other cause or accident, and all expenses of the business, shall be borne by the said parties, in the aforesaid proportions of their interest in the said stock.

Fourth. The said C. D. shall devote and give all his time and attention to the business of the said firm as a salesman, and generally to the care and superintendence of the store; and the said A. B. shall devote so much of his time as may be requisite, in advising, overseeing, and directing the importation of books and other articles necessary to the said business.

Fifth. All the purchases, sales, transactions, and accounts of the said firm shall be kept in regular books, which shall be always open to the inspection of both parties and their legal representatives respectively. An account of stock shall be taken, and an account between the said parties shall be settled, as often as once in every year, and as much oftener as either partner may desire and in writing request.

Sixth. Neither of the said parties shall subscribe any bond, sign or endorse any note of hand, accept, sign, or endorse any draft or bill of exchange, or assume any other liability, verbal or written, either in his own name or in the name of the firm, for the accommodation of any other person or persons whatsoever, without the consent in writing of the other party; nor shall either party lend any of the funds of the copartnership without such consent of the other partner.

Seventh. No importation, or large purchase of books or other things, shall be made, nor any transaction out of the usual course of the retail business shall be undertaken by either of the partners, without previous consultation with, and the approbation of, the other partner.

Eighth. Neither party shall withdraw from the joint stock, at any time, more than his share of the profits of the business then earned, nor shall either party be entitled to interest on his share of the capital; but if, at the expiration of the year, a balance of profits be found due to either partner, he shall be at liberty to

withdraw the said balance, or to leave it in the business, provided the other partner consent thereto, and in that case he shall be allowed interest on the said balance.

Ninth. At the expiration of the aforesaid term, or earlier dissolution of this copartnership, if the said parties or their legal representatives cannot agree in the division of the stock then on hand, the whole copartnership effects, except the debts due to the firm, shall be sold at public auction, at which both parties shall be at liberty to bid and purchase like other individuals, and the proceeds shall be divided, after payment of the debts of the firm, in the proportions aforesaid.

Tenth. For the purpose of securing the performance of the foregoing agreements, it is agreed that either party, in case of any violation of them or either of them by the other, shall have the right to dissolve this copartnership forthwith, on his becoming informed of such violation.

In witness, &c., [*as in General Form.*]

Agreement to continue the Partnership; to be endorsed on the Back of the Original Articles.

Whereas the partnership evidenced by the within-written articles has this day expired by the limitations contained herein, [*or* will expire on the ——— day of ——— next.] it is hereby agreed, that the same shall be continued on the same terms, and with all the provisions and restrictions herein contained, for the further term of ——— years from this date, [*or* from the ——— day of ——— next.]

In witness, &c., [*as in General Form.*]

Agreement for the Sale and Delivery of Personal Property.

This Agreement, made this ——— day of ———, one thousand eight hundred and sixty, between ——— of the city of ——— of the first part, and ———, of the said city, of the second part—

Witnesseth, that the said ———, in consideration of the covenants on the part of the said ———, doth covenant to and with the said ———, that he will deliver to the said ———, at *his storehouse* in ——— *aforesaid one thousand* bushels of wheat, of good merchantable quality, on or before the ——— day of ——— next.

And the said ———, in consideration of the covenants on the part of the said ———, doth covenant and agree to and with the said ———, that he will pay to the said ——— at the rate of *one dollar* for each bushel of wheat so delivered, immediately on the completion of the delivery thereof.

In witness, &c., [*as in General Form.*]

FORMS OF CONVEYANCES.

A DEED is an instrument in writing between parties legally able to contract, and duly signed, sealed and delivered. Deeds may be written on parchment or paper. Every instrument with a seal attached to it is a deed; but the word deed is generally applied in court only to conveyances of land.

In the State of New-York one witness to the execution of a deed is sufficient. Should there be no witness, it is necessary to have the deed acknowledged by a Commissioner of Deeds. In Vermont, New Hampshire, Rhode Island, Connecticut, Ohio, Pennsylvania, Georgia, Illinois and Indiana, two witnesses are required. In South Carolina, Delaware and Tennessee, two witnesses are only required when the deed is to be proven by witnesses. In the other States no witnesses are necessary.

To render a person legally able to convey property to another by deed the following are necessary, viz:—1st, he or she must be a citizen; 2dly, of a sane mind; 3dly, he or she must be rightfully possessed of the property; 4thly, of age.

A deed takes effect from its delivery to the party to whom it is made or to his authorized agent. A promise to deliver a deed, if accompanied by any act or writing to that import, constitutes a delivery. Or it may be formally delivered, but yet be retained by the maker until certain conditions are performed; and it takes full effect upon the performance of such conditions.

A seal of wax or wafer should always be attached to each signature to a deed. In some of the Southern and Eastern States a circle or scroll with the pen is allowed in the place of a seal; but it is not always safe, and has sometimes led to litigation that might have been avoided if a wafer or sealing wax had been used.

It is not safe to depart from the established forms of deeds. In law a deed consists of the following—1st, the names of the parties making it and to whom it is made; 2dly, the consideration (that is the amount of money) for which the land was sold; 3dly, the description of the property conveyed; 4thly, the quantity of interest in the property conveyed; and 5thly, the conditions, reservations, and covenants (if any) on which it is conveyed.

A married man cannot convey away any part of his real estate without the consent of his wife; and if it shall be subsequently

proven that her consent was wrung or extorted from her through threats, or violence of any kind soever, her interest in the same can be recovered. Hence, it is necessary for her to acknowledge before a Commissioner of Deeds, who shall put the same in writing on the deed, and with his own name as a witness, that she signed the same of her own free will and without fear or coercion of any kind.

Deeds should be recorded without delay in the County Clerk's office of the county in which the property is situate. Neglect of this important step has often led to expensive law suits that might by proper attention to it *in* the beginning have *been* avoided.

Deed Without Covenants.

THIS indenture, made the —— day of ——, in the year of our Lord, one thousand ——, between A. B., of, &c., of the first part, and C. D., of, &c., of the second part, Witnesseth: That the said party of the first part, for and in consideration of the sum of fifty dollars, to him in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged: hath bargained and sold, and by these presents doth bargain and sell, unto the said party of the second part, and to his heirs and assigns for ever, all, &c. [*Here describe the property.*] Together with all and singular, the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, claim, or demand, whatsoever of him, the said party of the first part, either in law or equity, of, in, and to, the above bargained premises, and every part and parcel thereof: to have and to hold to the said party, of the second part, his heirs, and assigns, to the sole and only proper use, benefit, and behoof of the said party of the second part, his heirs and assigns, for ever.

In witness whereof, we have hereunto set our hands and seals, the day and year first above written.

Sealed and delivered in presence of JAMES MOORE, ISAAC WILL

A. B. [L.S.]
C. D. [L.S.]

Quit-Claim Deed.

KNOW all men by these presents, that we, A. B., of, &c., and C., the wife of the said A., in consideration of the sum of ——, to us in hand paid, by D. E., of, &c., the receipt whereof we do hereby

acknowledge, have bargained, sold, and quit-claimed, and by these presents do bargain, sell, and quit-claim, unto the said D. E., and to his heirs and assigns for ever, all our, and each of our right, title, interest, estate, claim, and demand, both at law and in equity, and as well in possession as in expectancy, of, in, and to all that certain farm, or piece of land, situate, &c., [*describing it.*] with all and singular, the hereditaments and appurtenances thereunto belonging.

In witness, &c. [*as in General Form of Agreement.*]

Deed with Covenants against the Grantor Only.

This indenture, made this, &c., between A. B., of ——, of the one part, and C. D., of ——, of the other part, *witnesseth:* That the said A. B., in consideration of ——, to him in hand paid, by the said C. D., the receipt whereof he doth hereby acknowledge, hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release, and confirm unto the said C. D., and his heirs and assigns for ever, all ——; together with all and singular, the hereditaments and appurtenances whatsoever, to the same belonging or appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and every part and parcel thereof; and also all the estate, right, title, interest, trust, property, claim, and demand whatsoever, both at law and in equity, of the said A. B., in, to, or out of the said lands, tenements, hereditaments, and premises: to have and to hold the said lands, tenements, and hereditaments, and all and singular other the premises hereinbefore mentioned, with their appurtenances, unto the said C. D., his heirs and assigns, and to his and their only proper use and behoof.

And the said A. B. doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree, to and with the said C. D., his heirs, executors, administrators, and assigns, in manner and form following, that is to say: that the said C. D., his heirs and assigns, shall, and may peaceably and quietly have, hold, and enjoy the said lands, tenements, hereditaments, and premises, and every part and parcel thereof, without the let, suit, trouble, eviction, or disturbance of the said A. B., his heirs or assigns, or of or by any other person or persons lawfully claiming, or to claim from, by, or under, or in trust for him, them, or any of them.

And that the said lands, tenements, hereditaments, and premises, and every part and parcel thereof, now are, and from henceforth shall continue, remain, and be unto the said C. D., his heirs and assigns, free and clear, and freely and clearly acquitted, exonerated and discharged of, from, and against all former and other gifts grants, bargains, sales, mortgages, estates, titles, troubles, charges, and encumbrances whatsoever, had, made, done, committed, occasioned, or suffered, by the said A. B., or by any person lawfully,

claiming, or to claim by, from, or under him, or by his, their, or any of their act, means, assent, or procurement.

And the said A. B., and his heirs, all and singular the aforesaid lands, tenements, hereditaments, and premises, and every part and parcel thereof, unto the said C. D., his heirs and assigns, against him, the said A. B., his heirs and assigns, shall and will warrant and for ever defend by these presents.

In witness, &c. [*as in General Form of Agreement.*]

Deed with Full Covenants.

This indenture, made the —— day of ——, in the year ——, between A. B., of ——, and C., his wife, of the first part, and D. E., of ——, of the second part, *witnesseth:* That the said parties, of the first part, for and in consideration of the sum of ——, current money of the United States, to them in hand paid, by the said parties of the second part, at and before the ensealing and delivery of these presents, the receipt whereof they do hereby acknowledge; and thereof and therefrom, and of and from every part and parcel thereof, do acquit, release, exonerate and discharge the said party of the second part, his heirs, executors, administrators, and assigns, and every of them, by these presents have granted, bargained, sold, aliened, remised, released, and confirmed, and by these presents do fully, freely, and absolutely grant, bargain, sell, alien, remise, release, and confirm unto the said party of the second part, and his heirs and assigns, for ever, all that messuage, or dwelling-house, and lot of land thereto belonging, situate, lying, and being, &c.; together with all and singular the hereditaments and appurtenances whatsoever, to the said messuage, lot of ground, and premises belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, of the said parties of the first part, and each of them, of, in, and to the same, or any part or parcel thereof: To have and to hold the said messuage and lot of ground and premises, with their, and every of their rights, members, and appurtenances, unto the said party of the second part, his heirs and assigns for ever, to the only proper use, benefit, and behoof of the said party of the second part, his heirs and assigns for ever.

And the said A. B. and his heirs, all and singular the aforesaid messuage, lot of ground, and premises, with their and every of their rights, members, and appurtenances, hereby granted and released, and every part and parcel thereof, unto the said party of the second part, his heirs and assigns, and against him, the said A. B., his heirs and assigns, and against all and every other person or persons whomsoever, shall and will warrant, and for ever defend by these presents.

And the said A. B., for himself, his heirs, executors, and administrators, and each and every of them, doth hereby promise, covenant, grant, and agree, to and with the said party of the second part, his heirs and assigns, in manner and form following, that is to say: that he, the said A. B., is at the time of the ensealing and delivery of these presents, the true, lawful, and rightful owner and proprietor of the said messuage and lot of ground and premises, with their, and every of their rights, members, and appurtenances, and every part and parcel thereof, of a good, pure, perfect, and indefeasible estate of inheritance, in fee simple, without any manner of condition, or limitation, of any use or uses, or any other matter, cause, or thing whatsoever, to determine, alter, change, or defeat the same.

And that he, the said A. B., has, in himself, good right, full power, and lawful and absolute authority, to grant, bargain, sell, remise, release and confirm the said messuage, and lot of land and premises, with their and every of their appurtenances, unto the said party of the second part, his heirs and assigns, in manner and form aforesaid.

And also, that he the said party of the second part, his heirs and assigns, and every of them, shall, and may, from time to time and at all times for ever hereafter, peaceably and quietly have hold, use, occupy, possess, and enjoy, all and singular, the premises hereintobefore mentioned, or intended to be hereby conveyed, and every part and parcel thereof, with their and every of their appurtenances, without any let, suit, trouble, denial, eviction, ejection, or interruption, whatsoever, of or by him, the said A. B., his heirs or assigns, or at, or by any other person or persons whatsoever, having, or lawfully claiming any estate, right, title, or interest, of, in, or to the same, or any part thereof, and that free and clear, and, freely and clearly acquitted, exonerated, and discharged of and from all, and all manner of former and other bargains, sales, gifts, grants, feoffments, devices, dowers, rights, and titles of dowers, uses, issues, fines, annuities, debts, duties, judgments, executions, recognizances, and all other estates, rights, titles, troubles, charges, and encumbrances whatsoever, had, made, committed, done, or suffered, or to be had, made, committed, done, or suffered, in any wise whatsoever, by him the said A. B., or by any other person or persons whatsoever, having, or lawfully claiming any estate, right, title, or interest, of, in, or to the same, or any part or parcel thereof.

And, moreover, that he, the said A. B., and his heirs, and all and every other person or persons, having, or lawfully claiming any estate, right, title, or interest, of, in, or to the said messuage, lot of ground, and premises, or any part or parcel thereof, by, from, or under him, shall and will, from time to time, and at all times

make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other act and acts, thing and things device and devices, conveyances and assurances in the law what soever, for the further, better, and more effectual conveying, settling, and assuring, of all and singular, the premises herein before mentioned, or intended to be herein conveyed, with their, and every of their rights, members, and appurtenances, to the only proper use and behoof of the said party of the second part, his heirs and assigns for ever, as by the said party of the second part, his heirs or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised, or required.

In witness, &c. [*as in General Form of Agreement.*]

Conveyances of Lands on Sale by Mortgage.

THIS indenture, made the —— day of ——, in the year —— between A. B., of, &c., of the one part, and C. D., of, &c., of the other part. Whereas E. F., of, &c., did, by a certain indenture of mortage, dated the —— day of ——, in the year ——, for the consideration of ——, bargain and sell unto the said A. B., and to his heirs and assigns for ever, all that certain, &c.; together with all and singular the hereditaments and appurtenances thereunto belonging: To have and to hold the said granted and bargained premises, with the appurtenances, unto the said A. B., his heirs and assigns, to the only proper use and behoof of the said A. B., his heirs and assigns for ever; provided, nevertheless, and the said indenture of mortgage was thereby declared to be upon condition, that if the said E. F., his heirs, executors, or administrators, should well and truly pay unto the said A. B., his executors, administrators, or assigns, the just and full sum of ——, with lawful interest for the same, on or before the —— day of ——, in the year of ——, according to the condition of a certain bond or writing, obligatory, bearing even date with the said indenture of mortgage, that then, and in such case, the said indenture, and the said writing obligatory, should be void, and of no effect: And the said E. F. did, by the said indenture, for himself, his heirs and assigns, agree with the said A. B., his heirs, executors, administrators, and assigns, that in case it should so happen, that the said sum of ——, and the interest for the same, should be due and unpaid, at the time limited for the payment thereof, in the whole or in part thereof, that then it should and might be lawful for the said A. B., his heirs or assigns, at any time after default in payment, to bargain, sell, and dispose of the said mortgaged premises, with the appurtenances, at public vendue, and out of the moneys to arise from the sale thereof, to retain and keep the said sum of —— dollars, and the interest, or so much thereof as might be due, together with the costs and charges of

such sale, or sales, rendering the overplus money, if any, to the said E. F., his heirs, executors, administrators, or assigns: And, whereas the said E. F. did not pay to the said A. B. the said sum of money, with the interest, at the time limited for payment, or at any time since: and the said A. B. hath, therefore, in pursuance of the authority so given to him as aforesaid, and according to the statute in such case made and provided, caused the premises to be advertised and sold at public auction; and the same has been struck off to the said C. D., for ——, being the highest sum bid for the same.

Now, therefore, this indenture witnesseth, that the said A. B., in pursuance of the power and statute aforesaid, and also for and in consideration of the said sum of ——, to him in hand paid, by the said C. D., at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm unto the said C. D., and to his heirs and assigns forever, all the farm, piece, or parcel of land above mentioned, together with the hereditaments and appurtenances, as the same is described and conveyed by said indenture of mortgage; and all the estate, right, title, interest, claim, and demand at law and in equity, of him the said A. B., and also of the said E. F., as far forth as the said A. B. hath power to grant and convey the same, of, in, and to the premises, and every part and parcel thereof: To have and to hold the said above granted and bargained premises, with the appurtenances, unto the said C. D., his heirs and assigns, to the sole and only proper, use and behoof of the said C. D., his heirs and assigns, forever.

In witness, &c. [*as in General Form of Agreement.*]

Deed of Warranty, with Release of Dower.

Know all men by these presents, that I, A. B., of ——, in the county of ——, farmer, in consideration of —— dollars, to me paid, by C. D,. of ——, in the county of ——, merchant, (the receipt whereof is hereby acknowledged), do hereby give, grant, bargain, sell, and convey unto the said C. D., his heirs and assigns, a certain tract or parcel of land, situate in ——, aforesaid, bounded and described as follows, viz., [*describe the land,*] with all the privileges and appurtenances thereto belonging.

To have and to hold the aforegranted premises, to the said C. D., and his heirs and assigns, in fee simple forever; and I, the said A. B., for myself and my heirs, executors, and administrators, do covenant with the said C. D., and his heirs and assigns, that I am lawfully seized in fee of the aforegranted premises; that they are free from all encumbrances; that I have good right to sell and convey the same to the said C. D., as aforesaid; and that I will

and my heirs, executors, and administrators, shall warrant and defend the same to the said C. D., and his heirs and assigns forever, against the lawful claims and demands of all persons. And for the consideration aforesaid, and for divers other good and valuable considerations, I, H. B., wife of said A. B., do hereby release and quit-claim, unto the said C. D., his heirs and assigns, all my right, claim, or possibility of dower, in or out of the afore-described premises.

In witness, &c. [*as in General Form of Agreement.*]

Deed of Quit-Claim, with Special Warranty.

Know all men by these presents, that I, John Slocum, of ——— in the county of ———, farmer, in consideration of ——— dollars to me paid, by William Harris, of ———, in the county of ———, baker, (the receipt whereof is hereby acknowledged,) do hereby convey, revise, release, and forever quit-claim, unto the said William Harris, his heirs and assigns, all that tract or parcel of land situate in ——— aforesaid, bounded and described as follows, viz., [*here describe the land.*] with all the privileges and appurtenances thereto belonging.

To have and to hold the above-released premises to the said William Harris, his heirs and assigns, to his and their use and behoof forever. And I, the said John Slocum, for myself, my heirs, executors, and administrators, do covenant with the said William Harris, his heirs and assigns, that the premises are free from all encumbrances made or suffered by me; and that I will, and my heirs, executors, and administrators, shall warrant and defend the same to the said William Harris, his heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under me, but against none other.

In witness, &c. [*as in General Form of Agreement.*]

Deed of Mortgage, with Proviso to keep Premises Insured.

Know all men by these presents, that I, A. B., of ———, merchant, in consideration of ——— dollars to me paid by C. D., of ———, esquire, (the receipt whereof is hereby acknowledged,) do hereby give, grant, bargain, sell, and convey unto the said C. D., his heirs and assigns, a certain tract or parcel of land, situate in ———, bounded and described as follows, viz., [*describe the land,*] with all the privileges and appurtenances thereto belonging.

To have and to hold the above-granted premises to the said C. D., his heirs and assigns, to his and their use and behoof forever. And I, the said A. B., for myself and my heirs, executors, and administrators, do covenant with the said C. D., his heirs and assigns, that I am lawfully seized in fee simple of the afore-granted premises

that they are free from all encumbrances; that I have good right to sell and convey the same to the said C. D., his heirs and assigns forever, as aforesaid, and that I will, and my heirs, executors, and administrators shall warrant and defend the same to the said C. D., his heirs and assigns forever, against the lawful claims and demands of all persons.

Provided, nevertheless, that, if the said A. B., his heirs, executors, or administrators, shall pay unto the said C. D., his executors, administrators, or assigns, the sum of ——— dollars in three years from the date of these presents, with interest on said sum, at the rate of six per centum per annum, payable semi-annually, and, until such payment, keep the buildings standing on the land aforesaid insured against fire, in a sum not less than ——— dollars, for the benefit of the said mortgagee and his executors, administrators, and assigns; at such insurance office in ——— as the said C. D. shall approve; then this deed, as also a certain promissory note bearing even date with these presents, signed by the said A. B., whereby the said A. B. promises to pay to the said C. D. the said sum and interest, at the times aforesaid, shall both be absolutely void to all intents and purposes.

[And provided also, that, until default of the payment of the said sum or interest, or other default, as herein provided, the mortgagee shall have no right to enter and take possession of the premises.]

In witness, &c. [*as in General Form of Agreement.*]

Deed to C. D., to hold until E. F. shall become of Age, and then to E. F. in Fee; or, if E. F. shall die before the age of Twenty-one Years, then to C. D. in Fee.

Know all men by these presents, that I, A. B., of, &c., in consideration of ——— dollars, to me paid, by C. D., of ———, &c., and other good and valuable considerations, do hereby give, grant, bargain, sell and convey unto the said C. D. and his son E. F., the following described tract or parcel of land, situate in ——— aforesaid, bounded and described as follows, viz. [*here describe the land,*] with all the privileges and appurtenances thereto belonging.

To have and to hold the above-granted premises unto the said C. D., for and during the minority of his son E. F., and until the said E. F. shall arrive at the age of twenty-one years; and unto the said E. F., and his heirs, to his and their own use, in case he shall arrive at the full age of twenty-one years; but in case the said E. F. shall decease before he arrives at the age of twenty-one years, then unto the said C. D. and his heirs and assigns, to their own use forever.

In witness whereof, [*as in General Form of Agreement.*]

Deed by a Guardian empowered to sell by Leave of Court.

To all persons to whom these presents shall come, D. P., of ———, guardian of A. B. and C. D., minors and children of T. W., late of said ———, deceased, sends greeting:

WHEREAS, by an order of the Probate Court, holden at ———, within and for the county of ———, on Monday the ——— day of ———, in the year ———, the said D. P., in his capacity of guardian, as aforesaid, was empowered and licensed to make sale of the whole of the said minors' interest, being one undivided twelfth part each of the real estate hereinafter described: and whereas, the said D. P., having given bond and taken the oath by law required, before fixing on the time and place of sale, having also given public notice of the said sale by printing a notification thereof, ——— weeks successively, in the newspaper called ———, printed at ———, did, on Monday the ——— day of ———, in the year ———, cause the said minors' interest to be exposed for sale, pursuant to the said notice, at public vendue, on the premises, and the same was then and there struck off to T. B. T., of ———, gentleman, for the sum of ——— dollars, he being the highest bidder therefor.

Now know ye, that I, the said D. P., in my capacity of guardian as aforesaid, by virtue of the license aforesaid, and in consideration of the sum of ——— dollars, to me paid by T. B. T., of ———, &c., (the receipt whereof I hereby acknowledge,) do hereby give, grant, bargain, sell, and convey unto the said T. B. T., his heirs and assigns, two undivided twelfth parts of a certain tract or parcel of land, situate in ———, bounded and described as follows, viz. [*here describe the land.*] being the shares of the said minors therein; with all the privileges and appurtenances thereunto belonging.

To have and to hold the above-granted premises to him the said T. B. T., his heirs and assigns, for ever. And I, the said D. P., for myself, my executors and administrators, do covenant with the said T. B. T., his heirs and assigns, that, in making the said sale, I have in all things observed the rules and directions of the law; and that I will, and my heirs shall, warrant and defend the granted premises to the said T. B. T., against the lawful claims and demands of the said minors and their heirs, and all persons claiming the same by, through, or under them, or either of them.

In testimony whereof, &c. [*as in General Form of Agreement.*]

Deed by an Administrator Empowered to sell by Leave of Court.

To all persons to whom these presents shall come, I, A. B., of ———, in the county of ———, in the State of ———, as I am an administrator of the goods and estate which were of C. D., late of ———, &c., deceased, intestate, send greeting:

WHEREAS, by an order of the ——— Court begun and held at ———, within the county of ———, on the ——— day of ———, last past, I, the said A. B., was licensed and empowered to sell and pass deeds to convey the real estate of the said C. D., hereinafter described; and whereas, I, the said A. B., having given public notice of the intended sale, by printing a notification thereof, three weeks successively, in the newspaper called the ———, printed in ———, agreeably to the order and direction of said Court, and having given the bond and taken the oath by law in such cases required, previous to fixing upon the time and place of said sale, did, on the ——— day of ——— instant, pursuant to the license and notice aforesaid, sell by public auction the real estate of the said C. D., hereinafter described, to E. F., of ———, in the county of ———, gentleman, for the sum of ——— dollars, he being the highest bidder therefor.

Now, therefore, know ye, that I, the said A. B., by virtue of the power and authority in me vested as aforesaid, and in consideration of the aforesaid sum of ——— dollars, to me paid by the said E. F., (the receipt whereof is hereby acknowledged,) do hereby grant, bargain, sell, and convey unto the said E. F., his heirs and assigns, all that tract or parcel of land situate in ———, bounded and described as follows, viz. [*Here describe the land.*]

To have and to hold the afore-granted premises to the said E. F., his heirs and assigns, to his and their use and behoof forever. And I, the said A. B., for myself, and my heirs, executors, and administrators, do hereby covenant with the said E. F., his heirs and assigns, that, in pursuance of the license aforesaid, I took the oath and gave the bond by law required, and gave public notice of said sale as above set forth.

In witness, &c. [*as in General Form of Agreement.*]

Deed by an Administrator of an Estate which his Intestate had by Deed bound Himself to convey.

To all people to whom these presents may come, A. B., of, &c., administrator of the goods and and estate which were of Y. Z., late of, &c., deceased, intestate, sends greeting:

WHEREAS, heretofore, on the ——— day of ———, an agreement was made between the said intestate and O. P., of, &c., whereby the said Y. Z., on certain conditions in said agreement stated, engaged and bound himself by deed to convey the estate in said agreement described, to the said O. P., which said agreement was as follows, to wit. [*here recite the agreement;*] and whereas the said O. P. has fully complied with and performed all the conditions, on his part, in said agreement contained, and, on representation thereof to the Court of ———, holden at ———, on ———, the said Court, by their decree, did authorize and empower me, the

said administrator, by deed, to grant and convey the estate in said agreement described, to the said O. P., upon the terms and conditions in said agreement contained:—

Now, therefore, know ye, that, by virtue of the authority and decree by said Court, given as aforesaid, and, in order to carry into full effect the said agreement of the said Y. Z., on his part, that I, the said A. B., administrator as aforesaid, in consideration of ———, to me in that capacity paid by the said O. P., (the receipt whereof I do hereby acknowledge,) and in consideration that the said O. P. has in all things fulfilled and performed the conditions, on his part in said agreement contained, have given, granted, sold, and assigned, and by these presents I do give, grant, sell, and assign to him, the said O. P., his heirs and assigns, all the said Y. Z.'s right, title, and interest, which he had, at the time of his decease, in and to the estate in said agreement described.

To have and to hold the same to him, the said O. P., his heirs and assigns, to his and their use and behoof forever, in as full and ample a manner as I, the said A. B., in my capacity of administrator of said Y. Z., as aforesaid, and by force of said decree and authority or license of said Court, am empowered to convey the same.

In testimony whereof, &c. [*as in General Form of Agreement.*]

Deed by a Sheriff of an Equity of Redemption sold at Auction.

To all persons to whom these presents shall come, A. B., of Boston, in the county of Suffolk, and commonwealth of Massachusetts, gentleman, a deputy sheriff under M. N., sheriff of said county, esquire, sends greeting:

Whereas, I, the said A. B., as deputy Sheriff, as aforesaid, on the ——, at said Boston, attached on mesne process, on a suit wherein W. X., of &c., was plaintiff, and Y. Z., of &c., was defendant, all the right in equity which the said Y. Z. then had to redeem the real estate hereinafter described; and, whereas, by consideration of the justices of the court of ——, holden at Boston, within and for the said county of Suffolk, on ——, the said W. X. recovered judgment against the said Y. Z., for the sum of ——, debt or damage, and costs of suit taxed at the sum of ——, on which judgment, by order of said court, a writ of execution was issued on the —— day of ——, directed to me, the said A. B., to be levied, satisfied, and executed; and, whereas, by virtue of said writ of execution, and in order to satisfy the same, I did afterwards, on the —— day of ——, take and seize the right in equity of the said Y. Z., of redeeming the following described real estate, to wit, &c.; [*describe the estate:*] and, whereas, afterwards, on the —— day of ——, having given due notice to the said Y. Z., and having duly

advertised the premises according to law, in due form, I sold the same at public auction to O. P., of &c., who was the highest bidder therefor, and the purchaser thereof at said sale, for the sum of ——, which was the greatest sum then and there bid therefor.

Now, therefore, know ye, that I, the said A. B., in my capacity of deputy sheriff as aforesaid, in consideration of the said sum of ——, to me paid by the said O. P., (the receipt whereof is hereby acknowledged,) have bargained, granted, sold and conveyed, and by these presents I do bargain, grant, sell, and convey to the said O. P., all the right which the said Y. Z., at the said time of said attachment, had of redeeming the before-described estate, and every parcel thereof.

To have and to hold the same, to him, the said O. P., his heirs, executors, administrators, and assigns, to his and their use and behoof for ever; subject, nevertheless, to the said Y. Z.'s right of redeeming the same. And I, the said A. B., do covenant with the said O. P., as aforesaid, that, in making the said attachment and sale, and in every thing the same concerning, I have complied with, observed, and obeyed all the rules and requisitions in law for attaching, and on execution making sales of, rights in equity to redeem real estate.

In testimony, &c. [*as in General Form of Agreement.*]

Short Form of a Deed with full Covenants.

Know all men by these presents, that we, John Doe, and Mary his wife, of the town of Dover, in the county of Dutchess, for and in consideration of the sum of fifty dollars, to us in hand now here paid, have granted, hargained, sold, and by these presents do grant, bargain, sell, and convey unto John Smith, of the same place, all that certain parcel of land, situate in the said town of Dover, and described as follows: (*or*, which, in a deed of conveyance, made by Richard Roe to the said John Doe, dated the —— day of ——, in the year ——, was described as follows:) [*here insert boundaries;*] with all the appurtenances, and all the right, title, interest, claim, and demand of us, or either of us, in the premises; to have and to hold the same, with the appurtenances, unto the said John Smith, and his heirs, in fee simple, forever. And I, the said John Doe, for myself and my heirs, do hereby covenant and agree, to and with the said John Smith, and his heirs and assigns, that I am now the owner of the said premises, and am seized of a good and indefeasible estate of inheritance therein, and that I have full right and power to sell and convey the same in fee simple absolute; that the said premises are free and clear of all incumbrances; that the said John Smith, his heirs and assigns, may forever hereafter, have, hold, possess, and enjoy the same, without any suit, molestation, or interruption, by any per-

son whatever, lawfully claiming any right therein; and that I, the said John Doe, and all persons hereafter claiming under me, will at any time hereafter, at the request and expense of the said John Smith, his heirs or assigns, make all such further assurances for the more effectual conveying of the said premises, with the appurtenances, as may be reasonably required by him or them; and that I, the said John Doe, and my heirs, will warrant and defend the said premises, with the appurtenances, unto the said John Smith, and his heirs and assigns, forever.

In testimony, &c. [*as in General Form of Agreement.*]

Deed by Executors under an Authority in a Will.

To all persons to whom these presents shall come, we, A. B. and C. D., both of, &c., executors of the last will and testament of Y. Z., late of, &c., deceased, testate, send greeting:

Whereas, the said Y. Z., in order to enable his said executors fully to carry into effect his intentions, did, in and by his last will and testament, authorize and empower his said executors, in any manner which they should deem proper, to make sale of and execute and deliver deeds to convey, all his, the said testator's real estate:

Now, therefore, know ye, that by virtue and authority to us given by said Y. Z., in his last will and testament, we, the said A. B. and C. D., executors as aforesaid, in consideration of the sum of ——, to us paid by O. P., of, &c., (the receipt whereof is hereby acknowledged,) have given, granted, bargained, sold and conveyed, and by these presents we do give, grant, bargain, sell, and convey, unto the said O. P., his heirs and assigns, the following described parcels of real estate, which was the property of the said Y. Z., situate in ——, and bounded and described as follows, to wit: &c.

To have and to hold the aforegranted premises to him, the said O. P., his heirs and assigns, to his and their use and behoof forever. And we, the said A. B. and C. D., do covenant with the said O. P., his heirs and assigns, that we are lawfully the executors of the last will and testament of said Y. Z; and that we have not made or suffered any incumbrance on the hereby-granted premises, since we were appointed executors of said Y. Z.; and that we have in all respects acted, in making this conveyance, in pursuance of the authority granted to us in and by the said last will and testament of the said Y. Z.

In testimony, &c. [*as in General Form of Agreement.*]

Deed of a Right of Way and Drain.

WHEREAS, H. S. and T. L., both of ——, in the county of ——, housewrights, are the joint owners of a lot of land, with a dwelling-house and appurtenances, fronting northerly on —— street, in said ——, and E. B. N., of said ——, mason, is the owner of a lot of land and house, also fronting northerly on said street, and adjoining the house of the said S. and L., on the easterly side thereof, and an agreement has been made between the said S. and L. and the said N., by which the said S. and L. have agreed to grant to said N., his heirs and assigns, being the owner of said land and house, a right of way in and over a part of their premises, and a right of drain through and under the same:

Now, therefore, know all men by these presents, that we, the said H. S. and T. L., in pursuance of the said agreement, and in consideration of the sum of —— dollars, to us paid by the said E. B. N., do hereby give, grant, sell, and convey unto the said E. B. N., and his heirs and assigns, a right of way in and over a certain strip of land on the easterly side of our, the said S. and L.'s land, for him the said N., his tenants, servants, heirs, and assigns, at all times to pass and repass from —— street aforesaid to the rear of the said N.'s land, and from the rear of said house to said street, the said strip of land being of the width of —— feet, and of the length of —— feet, and running from said —— street to the rear of said land of said S. and L.; and the said way is and shall be forever of said dimensions, and of the height of —— feet; and also, for the consideration above mentioned the said S. and L. do hereby give, grant, sell and convey to the said N., his heirs and assigns, the right to enter a drain from his said land into the drain now running under the said strip of land, to be used as a passage-way as aforesaid, and the same to use as a sewer or drain from said N.'s land to the common sewer in —— street; the said N., and his heirs and assigns, at all times paying their just proportion of the expenses of cleaning and repairing the same.

To have and to hold the said easements and privileges to him, the said N., his heirs and assigns forever, as appurtenances to his and their said land and house above described.

[*Add covenants of seisin, right to sell, and warranty.*]

Deed of a Water-Course.

THIS indenture, made, &c. [*Here insert the parties.*] Whereas the said A. B. and C. D., at the time of the sealing and delivery of these presents, are respectfully seized in fee of and in two contiguous tracts, pieces, or parcels of land, with the appurtenances, in the township of ——, aforesaid; and, whereas, there is a dam and race, or water-course, erected and made in and upon a certain run or stream of water (called ——,) within the land of the said A. B.,

for watering, overflowing, and improving meadow ground thereon, now this indenture *witnesses:* That said A. B., for divers good causes and considerations, and more especially for and in consideration of the sum of one dollar, to him paid by the said C. D., at or before the sealing and delivery hereof, (the receipt whereof he does hereby acknowledge,) has granted, bargained, sold, released, and confirmed, and by these presents does grant, bargain, sell, release, and confirm, unto the said C. D., and to his heirs and assigns, all the water of the said run or stream of water, to be led and conveyed from the said dam, along the race or water-course aforesaid, into the said land of the said C. D., for the space of four days in every week, to wit: from Tuesday evening at sunset, to Saturday evening at sunset, from the first day of April to the first day of October, yearly and every year, for the watering, overflowing, and improving of meadow ground on the land of the said C. D., together with free ingress, egress, and regress, to and for the said C. D., his heirs and assigns, and his and their workmen, with horses, carts, and carriages, at all convenient times and seasons, through the land of the said A. B., his heirs and assigns, in and along the banks of the said dam and race, or water-course, for the amending, cleaning, and repairing the same, with liberty and privilege, for that purpose, to dig and take stones and earth from the adjacent land of the said A. B., when and as often as need be, or occasion require. To have and to hold, all and singular, the premises and privileges hereby granted or mentioned, or intended so to be, with the appurtenances, unto the said C. D., to the only proper use and behoof of the said C. D., his heirs and assigns forever, he or they paying one moiety or half part of the expenses, which from time to time may accrue, in supporting, cleansing, and repairing the dam and water-course aforesaid.

In witness, &c., [*as in General Form of Agreement.*]

Sheriff's Certificate of the Sale of Real Estate.

Supreme Court. }
E. F. *vs.* C. D. }

I, A. B., Sheriff of the county of ——, do certify, that by virtue of an execution in the above cause, tested the —— day of ——, in the year ——, by which I was commanded to make of the goods and chattels of C. D., in my bailiwick, —— dollars, which E. F. had recovered against him in the said Court, for his damages, which he had sustained as well by reason of the not performing certain promises as for his costs and charges, and if sufficient goods and chattels could not be found, that then I should cause the said damages to be made of the real estate which the said C. D. had on the —— day of ——, in the year ——, or at any time afterwards, in whose hands soever the same might be, as by the said

writ of execution, reference being thereunto had, more fully appears; I have levied on and this day sold, at public vendue, according to the statute in such case made and provided, to G. H. who was the highest bidder, for the sum of —— dollars, which was the whole consideration, the real estate described in the annexed notice, (*or* "the real estate described as follows:")—[*Insert description.*]

And that the said sale will become absolute at the expiration of fifteen calendar months from this day, at which time the purchaser will be entitled to a conveyance pursuant to law, unless the said lands shall be redeemed or purchased from him.

Given under my hand, this first day of January, 1860.

A. B., Sheriff of the County of ——

NOTE.—If the real estate be sold in separate parcels, the certificate must specify the price bid for each distinct lot or parcel.

The recital of the execution in the Sheriff's certificate is not necessary to its validity; but it is advisable to recite as much of the execution as is usually set forth in the Sheriff's deed: in order that, if the execution be returned, the deed may be drawn from the certificate.

Sheriff's Deed to the Purchaser.

To all to whom these presents shall come, I, A. B., Sheriff of the County of ——, send greeting:—Whereas, by a writ of execution, issued out of the Supreme Court of the State of New-York, to me directed and delivered, tested the —— day of ——, in the year ——, I was commanded to make of the goods and chattels of C. D., in my bailiwick, —— dollars, which E. F. had recovered against him in the said Court, for his damages, which he had sustained as well by reason of the not performing certain promises as for his costs and charges, and that if sufficient goods and chattels could not be found, that then I should cause the said damages to be made of the real estate, which the said C. D. had on the —— day of ——, in the year ——, or at any time afterwards, in whose hands soever the same might be, as by the said writ of execution, reference being thereunto had, more fully appears. And, whereas, after the coming of the said writ to me, and before the day of the return thereof, I did, by virtue of the said writ, seize and take the lands hereinafter particularly described, and have, for want of goods and chattels in my bailiwick, of the said C. D., to satisfy the said damages, sold the said lands, as is hereinafter mentioned, at public auction, according to the statute in such case provided, to G. H., for —— dollars, being the highest sum bid for the same.

And, whereas, upon the said sale, I made out and subscribed duplicate certificates thereof, containing a particular description of the premises sold, the price bid for the same, (*or* "for each distinct parcel thereof," *if sold in parcels,*) the whole consideration money paid, and the time when such sale would become absolute and the purchaser would be entitled to a conveyance pursuant to

law; one of which duplicate certificates was, within ten days after the sale of the said lands, filed in the office of the Clerk of the said County of ——, and the other was delivered to the said purchaser.

And, whereas, the said premises, after the expiration of fifteen months from the time of the said sale, remained unredeemed, and no creditor of the said C. D. hath acquired the right or title of the said purchaser, according to the statute in such case made and provided: Now, therefore, know ye, that I, the said A. B., the Sheriff aforesaid, by virtue of the said writ of execution, and of the statutes in such case made and provided, in consideration of the said sum of ——, to me in hand paid by the said G. H., the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain, and sell, unto the said G. H., and to his heirs and assigns, forever, all ——, [*insert boundaries,*] with its appurtenances, and all the estate, right, title, and interest, which the said C. D. had in the said tract, piece, and parcel of land, on the said —— day of ——, in the year ——, or at any time since, or now hath: To have and to hold the said land and premises, and every part thereof, with the appurtenances, unto the said G. H., his heirs and assigns, forever, as fully and absolutely as I, the said A. B., as Sheriff aforesaid, and under the authority aforesaid, might, could, or ought to sell and convey the same.

In witness, &c., [*as in General Form of Agreement.*]

Affidavit to entitle a Creditor to acquire the Title of the Original Purchaser at a Sheriff's Sale.

Dutchess County, ss.

JOHN SMITH, a creditor (or "O. P., attorney" or "agent of John Smith, a creditor") of C. D., named in the copy of the docket of judgment hereto annexed, being sworn, saith, that the true sum due on said judgment, now, at the time of claiming the right to acquire the title of G. H., the original purchaser at the Sheriff's sale of the estate of C. D., is —— dollars and —— cents.

JOHN SMITH.

Sworn, this —— day of ——, before me.

Deed of Release.

THIS Indenture, made —— between A. B. of ——, of the one part, and C. D., of ——, of the other part, *Witnesseth*, That the said A. B., for, and in consideration of the sum of —— to him the said A. B. in hand, well and truly paid, at, or before the ensealing and delivery of these presents, the receipt whereof, he, the said A. B., doth hereby acknowledge, and thereof, and from every part and parcel thereof doth release, and forever discharge the said C. D., his heirs, executors, and administrators, and every of

them by these presents, hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm unto the said C. D., (in his actual possession now being, by virtue of a bargain and sale to him thereof made, for one whole year, by indenture, bearing date the day next before the day of the date of these presents, and by force of the statute made for the transferring of uses into possession :) and to his heirs and assigns, all that messuage, &c., together with all easements, profits, commodities, advantages, emoluments, and hereditaments whatsoever, to the same belonging, or in any wise appertaining, or, which, to, and with the same now are, or at any times heretofore have been held, used, occupied, accepted, reputed, taken, or known, as part, parcel, or member thereof, or of any part thereof; and the reversion and reversions, remainder and remainders, rents, issues, and profits, of all and singular, the said premises, and every part and parcel thereof, with the appurtenances, and also all the estate, right, title, interest, property, claim, and demand whatsoever, in law or equity, of him the said A. B., of, in, and to all, and singular, the said premises above mentioned, and of, in, and to every part and parcel thereof, with the appurtenances, *To have and to hold* all and singular, the said messuage, or tenements, lands, hereditaments, and premises above, in and by these presents, released, and confirmed, and every part and parcel thereof, with the appurtenances, unto the said C. D., his heirs, and assigns forever to the only proper use and behoof of the said C. D., his heirs, and assigns forever ; (or to, and for such intents and purposes as are hereinafter mentioned, expressed, and declared of, and concerning the same, that is to say : [*expressing the uses at large.*]

[*For the covenants, see deed with full covenants.*]

Deed of Confirmation from a Person on attaining the Age of Twenty-one Years, who was made a Party to a Conveyance before he was of Age. To be endorsed on Conveyance.

Memorandum, That the within named C. D. was not of age, at the time of making the within written Indenture, but hath now attained his full age of twenty-one years; and did on this —— day of ——, seal and deliver this present Indenture, in the presence of

DEED.

This Indenture, made, &c., between C. D., of, &c., a son, and one of the heirs of E. D., deceased, of the one part, and A. B., of, &c., of the other part. Whereas, by a certain deed of bargain and sale, bearing date on or about, &c., and made between E. F. and the said C. D., of the one part, and the said A. B., of the other part

for the consideration of five hundred dollars, the several messuages or tenements therein mentioned, and hereinafter intended to be released, and confirmed, are thereby granted and conveyed, or intended so to be, unto and to the use of the said A. B., his heirs and assigns, forever, as by the said indenture of bargain and sale, relation being thereunto had, may more fully appear: And, whereas, the said C. D., at the time of the date and making the said in part recited Indenture of bargain and sale, was not of the age of twenty-one years, but hath since attained to such his age of twenty-one years, and hath this day ——, before the execution of these presents, duly sealed and delivered the said in part recited Indenture of bargain and sale: Now this Indenture *Witnesseth*, That as well in performance of a covenant for further assurance in the said Indenture of bargain and sale contained, as also for and in consideration of the sum of —— dollars, to him the said C. D. in hand paid by the said A. B., at and before the ensealing, &c., being his full part and share of, and in the before mentioned sum of five hundred dollars, agreed to be paid for the purchase of the said messuage, tenements, and hereditaments, the receipt whereof he the said C. D. doth hereby acknowledge, he the said C. D. hath remised, released, aliened, and quit-claimed, and by these presents doth absolutely remise, release, alien, and forever quit-claim, and confirm unto the said A. B., in his actual possession now being by virtue of the before mentioned Indenture of bargain and sale, and to his heirs and assigns, all, &c. To have and to hold unto, and to the use of the said A. B., his heirs and assigns, forever. [*Insert a covenant that he has done no act to encumber, except, &c., and for further assurance, &c.*]

In witness, &c., [*as in General Form of Agreement.*]

Deed of Gift.

This Indenture, made, &c. between E. F., of ——, of the one part, and G. H., son of the said E. F., of the other part, *Witnesseth*, That the said E. F., as well for and in consideration of the natural love and affection which he, the said E. F., hath and beareth unto the said G. H., as also for the better maintenance, support, and livelihood of him, the said G. H., hath given, granted, aliened, enfeoffed, and confirmed, and by these presents doth give, grant, alien, enfeoff, and confirm, unto the said G. H., his heirs, and assigns, all that messuage, &c. Together with all and singular, the hereditaments and appurtenances thereunto belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever, of him the said D. F., of, in, and to the said messuage, tenements, and premises, and of, in

appurtenances: To have and to hold the said messuage, tenements, hereditaments, and all and singular, the premises hereby granted and confirmed, or mentioned, or intended so to be, with their, and every of their appurtenances, unto the said G. H., his heirs, and assigns, to the only proper use and behoof of him the said G. H., his heirs and assigns, forever. And the said E. F., for himself, his heirs, executors, and administrators, doth covenant, grant, and agree, to and with the said G. H., his heirs, and assigns, by these presents, that he, the said G. H., his heirs, and assigns, shall, and lawfully may, from time to time, and at all times hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy the said messuage, farm, lands, tenements, hereditaments, and premises hereby granted and confirmed, or mentioned, or intended to be hereby granted and confirmed, with their, and every of their appurtenances, free, clear, and fully discharged, or well and sufficiently saved, kept harmless, and indemnified of, from, and against all former and other gifts, grants, bargains, sales, jointures, feoffments, dowers, and estates, and of, from, and against all former and other titles, troubles, charges, and encumbrances whatsoever, had, done, or suffered, or to be had, made, done, or suffered, by him the said E. F., his heirs, or assigns, or any other person or persons, lawfully claiming, or to claim, by, from, or under him, them, or any of them.

In witness, &c., [*as in General Form of Agreement.*]

Deed of Partition of Lands Descended.

This Indenture, made the —— day of ——, in the year —— , between A. B., of, &c., and C., his wife, one of the daughters and heirs of D. E., late of, &c., of the one part, and F. G., widow, sister of the said C., another of the daughters and heirs of the said D. E., of the other part, *Witnesseth*, That it is covenanted, granted, and agreed, between the parties for the partition, to be had and made of the inheritance of the lands, tenements, and hereditaments, which descended to the said A. F., in coparcenary, by and after the death of their father, the said D. E., in manner and form following. First, it is covenanted and granted, between the said parties, and the said F. doth grant, by these presents, that the said A. B., and C., his wife, in the right of the said C., shall have, for their part and purparty of the aforesaid lands, tenements, and hereditaments, all, &c., [*describing the share,*] which the said A. B. and C., his wife, as in the right of the said C. shall have and enjoy, to her and her heirs, in full recompense and allowance of and for her part, and purparty, that to her belongeth, or ought to belong, of all the said lands, tenements, and hereditaments, by and after the decease of the said D. E., as one of his daughters, and heirs. Second, it is in like manner covenanted and granted between the said parties, and the said A. B., and C., his wife, doth

grant by these presents, that the said F. shall have, for her part and purparty of the aforesaid lands, tenements, and hereditaments, all, &c., [*describing the share.*] which the said F. shall have and enjoy to her and her heirs, &c., [*as before.*]

In witness, &c., [*as in General Form of Agreement.*]

Deed of Partition between Tenants in Common.

THIS Indenture, made, &c., between A. B., of, &c., of the one part, and C. D., of, &c., of the other part, *Witnesseth*, That, whereas, they, the said A. B. and C. D., have, and hold in common, and as tenants in common, in equal parts, all, &c. It is covenanted, granted, concluded, and agreed, by and between the said parties, and each of them, covenants, grants, concludes, and agrees, for himself, his heirs, and assigns, that a partition of the said lands, and other premises, in manner and form following, that is to say:

First, the said A. B. shall, from henceforth, have, hold, possess, and enjoy, in severalty by himself, and to him, and his heirs, and assigns, for his half part, purparty, share, and proportion, of the said lands and premises, all, &c. Together with all and singular, the hereditaments and appurtenances thereunto belonging, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

And the said C. D. doth accordingly give, grant, release, and confirm unto the said A. B., his heirs, and assigns, the lands and premises so as aforesaid set apart to the said A. B., as and for his part and share aforesaid: and, moreover, the said C. D., for himself, his heirs, executors, and administrators, doth hereby covenant to and with the said A. B., his heirs, and assigns, that he, the said A. B., his heirs, and assigns, shall, and may, from time to time, and at all times hereafter, well and peaceably have, hold, possess, and enjoy the lands and premises herein before assigned and conveyed to the said A. B., for his part and share, as aforesaid, free, clear, and discharged of and from all estates, rights, titles, interests, charges, and encumbrances, whatsoever, had, made, caused, or suffered to be made, caused, or suffered, of or by the said C. D., or any person claiming, or to claim, by, from, or under him, and without any let, trouble, suit, entry, disturbance, or interruption of the said C. D., his heirs, or assigns, or of any person or persons lawfully claiming, or to claim, by, from, or under him, them, or any of them.

Second, the said C. D. shall from henceforth have, hold, possess, and enjoy, in severalty by himself, &c., [*proceed to set his share as above and add the covenants.*]

In witness, &c. [*as in General Form of Agreement.*]

Deed of Surrender of a Term of Years to the Person having the Reversion.

THIS Indenture, made the —— day of ——, between A. B., of, &c., of the one part, and C. D., &c., of the other part. Whereas, the said C. D., by his Indenture of lease, bearing date, &c., did demise, set, and to farm let, &c., [*reciting the property, and the term as in the lease.*] Now these presents *Witness*, That for and in consideration of ——, to the said A. B., in hand paid, at the sealing and delivery of these presents, by the said C. D., and to the intent and purpose that the said term, in the said lands and premises, may be wholly merged and extinguished, he, the said A. B., hath given, granted, and surrendered, and by these presents doth give, grant, and surrender, unto the said C. D., and his heirs, all the said lands and premises in the said Indenture of lease, contained and demised as aforesaid, and all the estate, right, title, interest, term of years, property, claim, and demand, whatsoever, of him, the said A. B., of, in, to, or out of the same, or any part or parcel thereof: To have and to hold the said lands and premises to the said C. D., his heirs and assigns, and to his and their only proper use and behoof.

And the said A. B. doth hereby, for himself, his heirs, executors, and administrators, covenant and agree to and with the said C. D., his heirs and assigns, that he, the said A. B., hath not at any time heretofore made, done, committed, executed, permitted, or suffered, any act, deed, matter, or thing, whatsoever, whereby, or wherewith, or by reason or means whereof, the said lands and premises hereby assigned or surrendered, or any part or parcel thereof, are, or is, or may, can, or shall be, any ways impeached, charged, affected, or encumbered.

In witness whereof, [*as in General Form of Agreement.*]

Surrender of a Lease by Endorsement.

WHEREAS, the within named A. B. hath lately sold the freehold and inheritance of the land and premises, by the within Indenture demised to C. D., and the same have been conveyed to him, the said C. D., his heirs and assigns forever: Now, know all men, by these presents, that in consideration of —— to the within named E. F., by the said C. D., in hand paid, at the ensealing and delivery of these presents, he, the said E. F., at the request and desire, and upon the acceptance of the said C. D., hath bargained, sold, surrendered, yielded, and given up, and by these presents doth bargain, sell, surrender, yield, and give up, unto the said C. D., and his heirs, all and singular, the lands and premises, by the within written Indenture, demised or mentioned, or intended so to be: and all the estate, right, title, interest, term of years, property, claim, and demand, of him, the said E. F., of, in, or to the same, or any part or parcel thereof, to the end and intent that the residue and

remainder of the within mentioned term may become, and be merged and extinguished in the estate of freehold vested in the said C. D., of, and in the said lands and premises. And the said E. F. doth hereby, &c. [*Covenant as before.*]

In witness, &c. [*as in General Form of Agreement.*]

Surrender of a Lease to the Lessor by Endorsement.

KNOW all men, by these presents, that I, the within named A. B., in consideration of ——, to me in hand paid, at, and before the ensealing and delivery of these presents, do, for me, my executors and administrators, bargain, sell, surrender, and yield up, from the day of the date hereof, unto the within named C. D., and his heirs, (*or* his executors and administrators,) as well the within Indenture of lease, as the land and premises therein mentioned, and the term of years therein yet to come, with all my right, title, and interest thereto, and that free and clear of all encumbrances of what kind soever, at any time, by me, or by my privity, consent, or procurement, done, committed, or suffered.

In witness, &c. [*as in General Form of Agreement.*]

Release by a Mortgagee to the Mortgagor, of part of the Mortgaged lands, part of the money being paid.

THIS Indenture, made this —— day of ——, between A. B., of, &c., and C. D., of, &c. Whereas, the said C. D., by his Indenture of mortgage, bearing date the —— day of —— did, for the consideration therein specified, and for securing the payment of the moneys therein mentioned, convey to the said A. B. —— certain lands situate at ———, and of which the lands hereinafter contained are part and parcel. And, whereas, the said C. D. hath, on the day of the date hereof, paid unto the said A. B. the sum of ——, part of the moneys so intended to be secured, and all interest due and owing, for the whole, principal money, so that there is due to the said A. B., upon the said security, the sum of ——, principal money, and no more. And, whereas, the said A. B., at the desire and request of the said C. D., hath agreed to surrender and release to the said C. D., his heirs and assigns, the lands hereinafter described, and to accept and take the residue of the mortgaged land as his security for the sum remaining due, as aforesaid, and the interest thereof. Now these presents *Witness*, That the said A. B., in pursuance of the said agreement, and in consideration of one dollar, to him in hand paid, at, and before the ensealing and delivery of these presents, by the said C. D., hath granted, released, assigned, and made over, and by these presents doth grant, release, assign, and make over, to the said C. D., and to his heirs and assigns, all the part of the said mortgaged lands, described and

bounded as follows, that is to say, &c., with the hereditaments and appurtenances to the same belonging, and all the right, title, and interest of the said A. B., of, in, or to the same, to the intent that the lands aforesaid, and hereby conveyed, may be discharged from the said mortgage, so that the rest of the lands, in the said mortgage specified, may remain to the said A. B. as heretofore. To have and to hold the lands and premises hereby released and conveyed to the said C. D., his heirs and assigns, to his and their only proper use and behoof forever.

In witness, &c. [*as in Genral Fom of Agreement.*]

Release of Dower by a Widow.

To all to whom these presents shall come, A. B., of, &c., relict of B. B., late of, &c., send greeting: Know ye, that the said A. B., for, and in consideratiou of ——, to her in hand paid, at, or before the ensealing and delivery of these presents, by her son C. B., of, &c., hath granted, remised, released, and forever quit-claimed, and by these presents doth grant, remise, release, and forever quit-claim, unto the said C. B., his heirs, and assigns, forever, all the dower and thirds, right and title of dower and thirds, and all other right, title, interest, property, claim, and demand, whatsoever, in law and equity, of her, the said A. B., of, in, and to [*a certain parcel of land, &c., or if the release is intended to be a generl one, say*] all, and every, the messuages, lands, tenements, and real estate, whereof the said B. B., died, seized, or possessed, or whereof he was seized or possessed, at the time of his intermarriage with the said A. B., or at any time since, wheresoever the same may lie, and be situate, so that she, the said A. B., her heirs, executors, administrators, or assigns, nor any other person or persons, for her, them, or any of them, have, claim, challenge, or demand, or pretend to have claim, challenge, or demand, any dower or thirds, or any other right, title, claim or demand, of, in, or to the same, or any part or parcel thereof, in whosoever hands, seisin or possession, the same may or can be, but thereof and therefrom shall be utterly barred and excluded, forever, by these presents.

In witness, &c. [*as in General Form of Agreement..*]

Release of Dower by Endorsement on a Deed.

Know all men by these presents, that A. B., the widow and relict of the within named C. D., lately deceased, in consideration of the sum of ten dollars, to her in hand paid, by the within named E. F., of, &c., at, or before the execution of these presents, the receipt whereof, &c., and for divers other good causes and considerations, her thereunto moving, hath remised, released, and forever quit-claimed, and by these presents doth, for herself, her heirs, ex

ecutors, and administrators, remise, release, and forever quit-claim, unto the said E. F., his heirs and assigns, all the dower, and right and title of dower, and all other the estate, right, title, interest, claim, and demand, whatsoever, both at law and in equity, of her, the said A. B., which she now hath, or which she, her heirs, executors, or administrators, can or may at any time hereafter, have, claim, or demand of, in, to, or out of all and singular, the said land and premises, by the within Indenture conveyed, or mentioned, or intended so to be, or their appurtenances, or any part thereof, so that she, the said A. B., her heirs, executors, and administrators, or any of them, shall not, nor will, at any time hereafter, have claim, or pretend to any such dower, or right, or title of dower, or other estate, right, title, interest, pretence, claim, or demand, as aforesaid, of, in, to, or out of the said premises, or any part thereof, with their appurtenances, but of, and from the same, and every part thereof, shall and will be from henceforth utterly debarred and excluded forever, by these presents.

In witness, &c. [*as in General Form of Agreement.*]

Deed of Gift of Personal Estate.

Know all men by these presents, that I, A. B., of, &c., in consideration of the natural love and affection which I have and bear for my son, C. B., and also for divers other good causes and considerations, me, the said A. B., hereunto moving, have given, granted and confirmed, and by these presents, do give, grant, and confirm, unto the said C. B., all and singular, my goods, chattels, leases, and personal estate whatsoever, in whose hands, custody, or possession soever they be: To have, hold, and enjoy, all and singular, the said goods, chattels, and personal estate, aforesaid, unto the said C. B., her executors, administrators, and assigns, to the only proper use and behoof of the said C. B., her executors, administrators, and assigns, forever. And I, the said A. B., all and singular, the said goods, chattels, personal estate and other the premises, to the said C. B., her executors, administrators, and assigns, against me, the said A. B., my executors and administrators, and all, and every other person and persons, whatsoever, shall and will warrant, and forever defend, by these presents: of all and singular, which said goods, chattels, personal estate, and other premises, I, the said A. B., have put the said C. B. in full possession, by delivering to her one pewter dish, at the time of the sealing and delivery of these presents, in the name of the whole premises hereby granted.

In witness, &c. [*as in General Form of Agreement.*]

Deed of Gift by a Father to a Son of his Personal Property, on Conditions.

THIS Indenture, made the, &c., between A. B., of, &c., of the one part, and C. B., of, &c., of the other part. Whereas, the said A. B., being the father of the said C. B., by reason of his age and infirmities, is not capable of attending to his estate and affairs as formerly, and has therefore agreed, for advancement of the said C. B., to make over his property to the said C. B., so that the said C. B. should pay the debts of the said A. B., and afford him a maintenance as is hereinafter mentioned; Now this indenture *Witnesseth*, That the said A. B., in order to carry the said agreement into effect, and in consideration of the natural love and affection which he hath for and towards his son, the said C. B., and of the provisoes, covenants, and agreements, hereinafter mentioned, by the said C. B., to be observed and performed, hath given, granted, bargained, sold, and assigned, and by these presents, doth give, grant, bargain, sell, and assign, unto the said C. B., his executors, administrators, and assigns, all and singular, his household goods, and implements of household stock in trade, debts, rights, credits, and personal estate, whereof he is now possessed, or any ways interested in or entitled unto, of what nature or kind soever the same are, or wheresoever or in whosoever hands they be, or may be found, with their and every of their rights, members, and appurtenances, To have and to hold, the said goods, household stuff, stock in trade, debts, rights, and personal estate, and the other the premises, unto the said C. B., his executors, administrators, and assigns, forever, without rendering any account or being therefor in any wise accountable to the said A. B., his heirs, executors, or administrators, for the same.

And the said C. B., for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree, to and with the said A. B., his executors, administrators, and assigns, in manner and form following, that is to say: that he, the said C. B., his heirs, executors, and administrators, shall and will, settle, pay, discharge, and satisfy, or cause to be settled, paid, discharged, and satisfied, all accounts, debts, judgments, and demands, of every nature and kind whatsoever, now outstanding, against, or now due, from, or payable by the said A. B., or for the payment of which, the said A. B. shall be liable, or be held liable, either at law or equity, on account of any matter, cause, or thing heretofore had, suffered, done, or performed, and at all times hereafter, free. discharge, and keep harmless, and indemnified, the said A. B., his heirs, executors, administrators, from all and every such accounts, debts, judgments, and demands, and from all actions, suits, and damages, that may to him or them arise, by reason of the non-payment thereof; and, moreover, that he. the said C. B., his heirs, executors, and administrators, shall and will yearly, and every year, during the term

of the natural life of the said A. B., by four equal quarterly payments, the first to begin on the —— day of —— next, well and truly pay, or cause to be paid, to the said A. B., or his assigns, the sum of —— for, or toward his support or maintenance, and find or provide for him sufficient meat, drink, washing, lodging, apparel, and attendance, suitable, to his state and situation, at the choice and election, from time to time, of the said A. B.

Provided always, and upon this condition, and it is the true intent and meaning of these presents, that if the said C. B., his heirs, executors and administrators, shall neglect or refuse to pay the said accounts, debts, judgments, and demands, according to his covenant aforesaid, or shall suffer the said A. B. to be put to any cost, charge, trouble, or expense, on account of the same, or shall neglect or refuse to pay the said annual sum, in manner aforesaid, or to find and provide for the said A. B., as aforesaid, that then, in all, any, or either of the cases aforesaid, it shall and may be lawful to and for the said A. B., all and singular the premises hereby granted to take, repossess, and enjoy, as in his former estate.

In witness, &c., [*as in General Form of Agreement.*]

Deed of Gift of Goods to be used by the Giver during Life.

Know all men by these presents, that I, M. B. of ——, in consideration of the natural love and affection which I have and bear to my nephew, F. S., of ——, and for and towards the better support and maintenance of him after my decease, and for divers other good causes and valuable considerations me thereunto especially moving, have given, granted, and sold, and by these presents do give, grant, and sell unto the said F. S., all and singular my goods and chattels, wahtsoever and wheresoever, and of what nature, sort, or kind soever: To have and to hold the said goods and chattels hereby granted, bargained, and sold, and every part and parcel thereof, unto the said F. S., his executors, administrators, and assigns, as his, and their own proper goods, chattels, and effects, from henceforth forever: Provided, always, and these presents are upon this special trust and confidence, and upon this express condition, that he, the said F. S., his executors, administrators, and assigns, shall and do permit and suffer me, the said M. B., to use, keep, and enjoy, all and singular, the said goods and chattels, [*or if a part, specify them,*] during my natural life, without paying or yielding anything for the same, or in respect thereof, and not otherwise: and that from and after my decease, he, the said F. S., his executors, administrators, or assigns, shall, or lawfully may have, hold, and enjoy the same, and every part and parcel thereof, and dispose thereof, and convert the same to his own proper use and behoof, as he or they shall think fit.

In witness, &c., [*as in General Form of Agreement.*]

A Grant of an Annuity by Indenture.

This Indenture, made, &c., between A. B., of ——, of the one part, and C. D., of ——, of the other part, *Witnesseth*, That the said A. B., for, and in consideration of the sum of ——, to him in hand well and truly paid, by the said C. D., at or before the sealing and delivery of these presents, the receipt whereof the said A. B. doth hereby acknowledge, hath given, granted, and confirmed, and by these presents doth give, grant, and confirm, unto the said C. D., and his assigns, one annuity of ——, to be received, taken, had, and to be issuing out of all that messuage, &c., with all and singular the appurtenances thereunto belonging, and every part and parcel thereof, unto the said C. D., and his assigns, for, and during the natural life of him, the said C. D., payable, and to be paid at and upon ——, yearly, by even and equal portions; the first payment to begin and made at or upon ——, And if it shall happen that the said annuity of ——, or any part thereof, be behind or unpaid, in part or in all, by the space of twenty-one days next after either of the said days or times of payment thereof, whereupon the same should or ought to be paid, as aforesaid: that then, and so often, at any time thereafter, it shall and may be lawful to, and for the said C. D., and his assigns, into, and upon the said messuage and premises above-mentioned, or any part thereof, to enter and distrain, and the distress and distresses then and there found, to take, lead, drive, carry away, and impound, and the same impound, to take, hold, and keep, until the said annuity and the arrears thereof, (if any shall be,) together with all costs and charges thereabout, or concerning the same, shall be fully paid and satisfied. And the said A. B., for himself, his heirs, executors, and administrators, doth covenant, grant, and agree, to and with the said C. D., his executors, administrators, and assigns, that he, the said A. B., his heirs, executors, or administrators, shall and will, well and truly pay, or cause to be paid, unto the said C. D., his executors, administrators, or assigns, the said annuity, or yearly rent, charge, &c., above, at the days and time, and in manner and form, as above expressed and limited for payment thereof, according to the true intent and meaning of these presents. And also that the said messuage, &c., above-mentioned, to be charged and chargeable with the said annuity hereby granted, shall, from time to time, be, and continue, over, and sufficient for the payment of the said annuity of ——, yearly, during the life of the said C. D.

In witness, &c., [*as in General Form of Agreement.*]

ACKNOWLEDGMENTS.

By a Grantor, known to the Officer.

Union County, ss.

On this —— day of ——, in the year ——, John Doe came before me, and personally acknowledged that he had executed the within conveyance: and I certify that I know the said John Doe, who made the said acknowledgment, to be the individual described in, and who executed the said conveyance.

A. B., Commissioner of Deeds for the County of Union.

By Grantor, Identified by a Witness.

Smith County, ss.

On the —— day of ——, in the year ——, John Doe came before me, and acknowledged that he had executed the within conveyance; and at the same time came Richard Roe, residing in the town of ——, in said county, who, being duly sworn by me, deposed and said, that he knew the person making the said acknowledgment to be the individual described in, and who executed the said conveyance: which to me is satisfactory evidence thereof.

A. B., Commissioner of Deeds of said County.

By Husband and Wife, known to the Officer.

Iron County, ss.

On this —— day of ——, in the year ——, John Doe and Mary his wife, came before me, and severally acknowledged that they had executed the within conveyance: and the said Mary, on a private examination, apart from her husband, acknowledged that she executed the said conveyance freely, and without any fear or compulsion of her husband: and I further certify that I know the persons who made the said acknowledgment to be the same individuals described in, and who executed the said conveyance.

A. B., Commissioner of Deeds of said County.

Acknowledgment by Husband and Wife, both identified by a Witness.

Marion County, ss.

On the —— day of ——, in the year ——, John Doe and Mary, his wife, personally came before me, and severally acknowledged that they had executed the within conveyance: and the said Mary,

on a private examination, apart from her husband, acknowledged that she executed the same freely, without any fear or compulsion of her husband: and at the same time appeared Richard Roe, residing in the town of ——, in said county, who being by me duly sworn, deposed and said, that he knew the persons making the acknowledgment as aforesaid, to be the same individuals described in, and who executed the within conveyance, which to me is satisfactory evidence thereof.

A. B., Commissioner of Deeds of said County.

Acknowledgment by Husband and Wife—Husband known and Wife identified.

Oneida County, ss.

On the —— day of ——, in the year ——, John Doe and Mary, his wife, personally came before me, and severally acknowledged that they had executed the within conveyance: and I certify that I know the said John Doe to be one of the individuals described in, and who executed the same: and the said Mary, on a private examination, apart from her husband, acknowledged that she executed the said conveyance freely, without any fear or compulsion of her husband: and at the same time appeared Richard Roe, residing in the town of ———, in the county aforesaid, who, being by me duly sworn, deposed and said, that he knew the said Mary, who made the acknowledgment as aforesaid, to be the same individual described in, and who executed the within conveyance, which is to me satisfactory evidence thereof.

A. B., Commissioner of Deeds of said County.

Acknowledgment by Four Persons—two known, and two identified.

Kings County, ss.

On the —— day of ——, in the year ——, A. B., C. D., E. F., and G. H., personally came before me, and severally acknowledged that they had executed the within conveyance: and at the same time appeared Richard Roe, residiug in the town of ———, in said county, who, being by me duly sworn, deposed and said that he knew A. B., and C. D., two of the persons making the said acknowledgment, to be two of the individuals described in, and who executed the within conveyance, which is to me satisfactory evidence thereof. And I further certify, that I know E. F., and G. H., the two other persons making the said acknowledgment, to be the other two persons described in, and who executed the said conveyance.

A. B., Commissioner of Deeds of said County.

Acknowledgment by a Person conveying by Virtue of a Power of Attorney.

Kings County, ss.

On the —— day of ——, in the year ——, John Stiles personally came before me, and acknowledged that he had executed the within conveyance as the act and deed of John Doe, therein described, by virtue of a Power of Attorney, duly executed by the said John Doe, bearing date the —— day of ——, in the year ——, recorded in the office of the Clerk of the County of Kings. And I further certify that I know the said John Stiles, who made the said acknowledgment, to be the same individual who executed the within conveyance: [*or, if the person is unknown to the officer, and is identified, say,*] and at the same time appeared Richard Roe, of the town of ——, and county aforesaid, who, being by me duly sworn, deposed and said, that he knew the individual, who made the said acknowledgment, to be the same person who executed the within conveyance, which is to me satisfactory evidence thereof.

A. B., Commissioner of Deeds of Kings County.

Acknowledgment, by a Deputy Sheriff, of a Deed executed by him in the Name of the Sheriff.

Union County, ss.

On the —— day of, ——, in the year ——, A. S. W. came before me, and personally acknowledged that he, as a general deputy of B. H., Esq., the Sheriff of the County of Union, had executed the within conveyance, in the name, and as the act and deed of the said Sheriff: and I certify that I know the said A. S. W., who made the said acknowledgment, to be the individual described in, and who executed, the said conveyance.

P. V. G., Commissioner of Deeds of Union County.

PROOF OF DEEDS.

Proof by a Subscribing Witness who is known to the Officer.

Lake County, ss.

On this —— day of ——, in the year ——, John Smith, with whom I am personally acquainted, came before me, and, being by me duly sworn, deposes and says, that he is a resident of the town of ——, in the county of ——; that he saw John Doe execute the within conveyance: that he, the said John Smith, subscribed his name thereto as a witness, and that he knew the said John Doe

to be the person described in, and who executed, the said conveyance.

A. B., Commissioner of Deeds of Lake County.

Proof by a Subscribing Witness not known to the Officer, but identified by another Witness.

Queens County, ss.

On this —— day of ——, in the year ——, John Smith came before me, and, being by me duly sworn, deposes and says, that he resides in the town of ——, in the county of ——; that he saw John Doe execute the within conveyance; that he, the said John Smith, subscribed his name thereto as a witness, and that he knew the said John Doe to be the person described in, and who executed, the said conveyance: and at the same time came before me Richard Roe, residing in the town of ——, and county of ——, who, being by me duly sworn, deposes and says, that he knows the said John Smith to be the same person who was a subscribing witness to the within conveyance, which is to me satisfactory evidence thereof.

A. B., Commissioner of Deeds for the County of Queens.

Proof by Subscribing Witness of the Execution of a Deed by Husband and Wife residing out of the State, the Subscribing Witness being known to the Officer.

Queens County, ss.

On the —— day of ——, in the year ——, John Smith, with whom I am personally acquainted, came before me, and being by me duly sworn, deposes and says, that he resides in the town of Sharon, in the county of Litchfield, and State of Connecticut; that he saw John Doe, and Mary his wife, severally execute the within conveyance; that he subscribed his name thereto as a witness, and that he knew the said John Doe, and Mary, his wife, to be the same persons described in, and who executed the said conveyance; and that, at the time of the execution thereof, the said John Doe, and Mary his wife, were residents of the said town of Sharon, in the State of Connecticut.

A. B., Commissioner of Deeds of the County of Queens.

Proof by Subscribing Witness, identified in same Case as preceding.

Queens County, ss.

On the —— day of ——, in the year ——, John Smith came before me, and, being by me duly sworn, deposes and says, that he resides in the town of Sharon, in the county of Litchfield, and

State of Connecticut; that he saw John Doe, and Mary, his wife, severally execute the within conveyance; that he subscribed his name thereto as a witness; that he knew the said John Doe, and Mary, his wife, to be the same persons described in, and who executed, the said conveyance: and that at the time of the execution thereof, they were residents of the said town of Sharon, in the State of Connecticut. At the same time appeared before me, Richard Roe, residing in the town of ——, county of ——, who, being also by me duly sworn, deposed and said, that he knew the said John Smith to be the same person who was a subscribing witness to the within conveyance, which is to me satisfactory evidence thereof.

A. B., Commissioner of Deeds of Queens County.

Proof as to Husband by Subscribing Witness, and Acknowledgment by Wife—the Wife and the Subscribing Witness being Both known to the Officer.

Queens County, ss.

On the —— day of ——, in the year ——, Richard Roe, with whom I am personally acquainted, came before me, and, being by me duly sworn, deposes and says, that he resides in the town of ——, in the county of ——; that he saw John Doe execute the within conveyance; that he subscribed his name thereto as a witness; that he knew the said John Doe to be one of the persons described in, and who executed, the within conveyance. At the same time appeared before me, Mary Doe, the wife of the said John Doe, who, on a private examination, apart from her husband, acknowledged that she executed the within conveyance freely, and without any fear or compulsion of her husband. And I further certify, that I know the said Mary Doe to be the same person described in, and who executed, the said conveyance.

A. B., Commissioner of Deeds of Queens County.

The Same, except that the Wife, and the Subscribing Witness are both identified by another Witness.

Kings County, ss.

On the —— day of ——, in the year ——, Richard Roe came before me, and, being by me duly sworn, deposes and says, that he resides in the said town of ——, in the county of ——; that he saw John Doe execute the within conveyance; that he subscribed his name thereto as a witness, and that he knew the said John Doe to be the person described in, and who executed, the said convey ance. At the same time appeared before me, Mary Doe, the wife

of the said John Doe, who, on a private examination, apart from her husband, acknowledged that she executed the within conveyance freely, and without any fear or compulsion of her husband. And at the same time appeared before me, John Smith, residing in the town of ——, and county of ——, who, being by me duly sworn, deposes and says, that he knows the said Richard Roe to be the same person who was a subscribing witness to the within conveyance; and that he also knows the said Mary Doe, who made the said acknowledgment, to be the individual described in, and who executed, the within conveyance, which to me is satisfactory evidence thereof.

A. B., Commissioner of Deeds of Kings County.

Proof of Deed executed by an Incorporated Company.

Dutchess County, ss.

On the —— day of ——, in the year ——, before me came T. L. D., the President of the Bank of Poughkeepsie, with whom I am personally acquainted, and who, being by me duly sworn, deposes and says, that he resides in the village of Poughkeepsie, in said county; that he is the President of the Bank of Poughkeepsie; that the seal affixed to the within Indenture is the corporate seal of the President, Directors, and Company of the said Bank, and was affixed to the said Indenture by order of said Directors, for the uses therein expressed; and that he, by like order, did subscribe his name thereto, as President of said Bank, which being to me satisfactory evidence of the due execution of said Indenture, I allow it to be recorded.

L. M., Commissioner of Deeds of Dutchess County.

Certificate of Proof of the Execution of a Conveyance, when the Subscribing Witnesses are Dead.

Smith County, ss.

On the —— day of ——, in the year ——, John Doe came before me, and being by me duly sworn, and the within deed of conveyance being shown to him, he deposes and says, that he knew the parties therein described; that he was well acquainted with A. B., the grantor; that he had frequently seen him write, and knew his hand-writing; that the name of the said grantor, subscribed to the said deed, is in the proper hand-writing of the said A. B.

And the said John Doe further deposes, that he was also well acquainted with James Smith, one of the subscribing witnesses to the said deed, and with his hand-writing; that the said James

Smith, at the time of the date of said deed, resided in the said town of ——, in said county, and has been dead about four years; that his name, subscribed as a witness to said deed, is in the proper hand-writing of the said James Smith, deceased.

And the said John Doe further deposes, that at the time of the date of said deed, he was, and for several years had been, acquainted with one Stephen Jones, a shoemaker, who then resided in the said town of ——, and in the neighborhood of the said grantor; that the said Jones died, at the said town of —— aforesaid, about the year 18—, and since the date of said deed; that deponent was not acquainted with the hand-writing of the said Jones; that he has never known or heard of any other person of the name of Stephen Jones, and that he cannot say in whose hand-writing the name last mentioned is subscribed to the said deed.

And I certify, that the deposition aforesaid, of the said John Doe, is to me satisfactory evidence of the death of all the witnesses to the said deed, and of the hand-writing of James Smith, one of the said witnesses, and of the hand-writing of the said A. B., the grantor.

W. G., Supreme Court Commissioner

Satisfaction of a Judgment in the Supreme Court.

SUPREME COURT, *Oneida County, ss.* } Of the Term of ——, in the year .

SATISFACTION is acknowledged between A. B., plaintiff, and C. D., defendant, of a plea of trespass on the case, for ——, damages and costs, (*or a plea of debt for —— of debt and —— costs.*) Judgment docketed the —— day of —— in the year ——. A. B.

Subscribed and acknowledged before me, this —— day of ——, in the year ——, by A. B., who is known to me, (*or who is made known to me by competent proof.*)

E. F., Commissioner for Deeds of Oneida County.

Satisfaction of a Justice's Judgment, of which a Transcript is filed in the County Clerk's Office.

ONEIDA, CLERK'S OFFICE.

A. B., Plaintiff, vs. C. D., Defendant.

JUDGMENT rendered in favor of the plaintiff against defendant, before A. B., Esq., a Justice of the Peace, of said county, for —— dollars and —— cents damages and costs.

Transcript filed and judgment docketed the —— day of ——, in the year ——.

Satisfaction of the above mentioned judgment is hereby acknowledged. A. B.

Subscribed and acknowledged before me, this —— day of ——, in the year ——, by A. B., to me known, (*or to me made known by competent proof.*)

E. F., Commissioner of Deeds of said County.

Application for a Subpœna to compel a Subscribing Witness to attend before an Officer to prove the Execution of a Conveyance.

Kings County, ss.

J. S., of the town of Poughkeepsie, in said county, being sworn, saith, that he is the grantee (*or the heir, or the personal representative of the grantee,*) in a conveyance of land made by G. H., to the said J. S., dated the —— day of ——; that L. M., residing in the said town of Poughkeepsie, in said county, is a witness to the said conveyance, which cannot be proved without his evidence; and that he refuses to appear and testify, touching the execution thereof.

And the said J. S. applies to S. T., one of the Judges of the County Court, of said county, for a subpœna, requiring the said witness to appear and testify in relation thereto. J. S.

Sworn the —— day of ——, before me.

Subpœna.

To L. M., of the town of ——, in the county of——.

In the name of the People of the State of New-York, you are hereby commanded and required to appear before me, at my office, (or dwelling-house), in the town of ——, in the county of ——, on the —— day of —— instant, at —— o'clock in the —— noon, then and there to testify, touching the execution of a conveyance of land from G. H. to the said J. S., to which, it appears by his application to me under oath, that you are a witness, and that you have refused to appear and testify touching the execution thereof. Fail not in your obedience to this subpœna, at your peril. Given under my hand and seal, this —— day of ——, in the year ——.

S. T, one of the Judges of the County Court of Kings County.

MARRIAGE AND DIVORCE.

Marriage.

1. Who may Legally Marry.—All persons who have the regular use of the understanding sufficient to deal with discretion in the common affairs of life.

2. Who may not Legally Marry.—Persons who are of unsound mind; that is, idiots or lunatics.

3. Age of Consent.—The legal age of consent in males is *fourteen;* in females, *twelve.* Marriage before that age may be annulled by either party on arriving at the age of consent.

5. Ceremony.—No peculiar ceremony is requisite; the consent of the parties in the presence of a magistrate or clergyman, or any respectable witness or witnesses.

5. What renders a Marriage Valid in Law.—The declaration, by the husband, at any time, before one or more respectable witnesses, that the woman with whom he is living is his wife; and the declaration, by the wife, at any time, in the presence of one or more respectable witnesses, that the man with whom she is living is her husband. To prevent legal quibbling, however, the wife, if with the husband when this declaration is made, should be careful to assent to its truth, either in words to that effect, or by a bow which cannot be misunderstood.

6. What constitutes a respectable Witness.—Any man, or woman, whose reputation for truth and honesty is good, is a respectable witness.

7. Illegal Marriages.—1st. That marriage is illegal whereto force or fraud has been employed; 2d., in which the parties are under the required age; 3d., in which the husband was previously married to a woman who is still living, and from whom he has not been legally divorced, with the right to contract another marriage; 4th., in which the wife was previously married to a man who is still living, and from whom she was not legally divorced, with the right to contract marriage with another.

8. Consent of Parents or Guardians.—The consent of parents or guardians is unnecessary; any marriage is valid without it

9. What renders a Marriage Binding.—The basis of a marriage is *mutual consent.* When this is given in the presence of one or more respectable witnesses, the marriage is binding.

Exceptions to the Foregoing.—For Maine and Connecticut, the law demands that parties designing to marry shall record their intention at the office of the town register, three weeks in advance, at the end of which time, if no objections are filed by relatives, or others, the register shall furnish them with a certificate, which empowers any clergyman or magistrate, to whom it may be presented, to unite them.

In Massachusetts, the law requires that parties designing to marry shall obtain a certificate of their names, ages, and place of residence, from the clerk of the town or city in which they reside, on receiving which, any magistrate or clergyman is authorized to unite them.

Grounds for Divorce.

A divorce can be had when it shall have been shown by either party in court,

1st. That either of the parties, at the time of the marriage, had had not arrived at the age of consent; or,

2d. That the former husband or wife of either of the parties is still living, or was living at the time of the marriage; or,

3d. That either of the parties, at the time of the marriage, was an idiot, or of an unsound mind; or,

4th. That either of the parties, at the time of the marriage, was physically incapable of fulfilling the functions, or of entering into the marriage state; or,

5th. That fraud or force was employed to bring about the marriage.

In each and all of the foregoing cases, the marriage is null and void from the beginning, and both parties are free to marry again, and whatever property, whether personal or in the form of real estate, may have fallen into the possession of either, by such union, must be returned to the original owner.

A divorce can also be had when it shall have been shown in court,

1st. That either party, since the solemnization of the marriage,

has committed adultery, in which case the injured party is at liberty to marry again, but not the guilty one, while the other lives; or,

2d. That the husband subjects the wife to cruel or inhuman treatment; or,

3d. That the conduct of the husband makes it unsafe or improper for the wife to live with him; or,

4th. That the husband has abandoned and refuses to provide for the wife.

These cases (2d, 3d, and 4th) are simple suspensions, and not absolute dissolutions of the marriage contract, and leaves neither party at liberty to marry again during the life of the other. In the meantime, the court has power to compel the husband to give from his earnings or his property, a proper support to his wife and children.

When Divorce will be Denied.—An application for a divorce for adultery may be denied by the court when it shall have been shown,

1st. That the offence was committed by the procurement or consent, or with the connivance of the complainant; or,

2d. That it was forgiven by the complainant; or,

3d. That the complainant voluntarily cohabited with the other after his or her knowledge of the fact; or,

4th. That the complainant has been guilty of a similar offence; or,

5th. If suit be not instituted by the injured party within five years after his or her discovery of the offence.

When the Wife is Divorced for Adultery, she is no longer entitled to dower in the husband's real estate, nor to any part, share, or interest, in his personal property.

If the Wife be the Complainant, the husband is still liable for her support, and also for that of the children, if there be any, so long as she remains single.

When a Wife desires to commence a Suit for Adultery against her husband, the latter can be compelled by law to furnish her with sufficient means to prosecute such complaint.

When a Husband and Wife live separately, without being divorced, the Supreme Court has power to give the custody of the

children to the party that, in its judgment, is most competent to properly bring them up.

Marriage Certificate.

THIS is to certify that John Robinson, merchant, of New-York, and Caroline Jenkins, of the same place, were, with their mutual consent, lawfully joined together in holy matrimony, which was solemnized by me, in the presence of credible witnesses.

GIVEN at the city of New York, this nineteenth day of March, in the year of our Lord one thousand eight hundred and sixty.

CHARLES SUMMERS,
Pastor of the Fourth Baptist Church

Another Form.

THIS is to certify that Robert Smith, printer, of New York, and Susan Mix, gentlewoman, and daughter of Richard and Sarah Mix, of the city of Brooklyn, Kings county, State of New York, were, with their mutual consent, lawfully united in marriage by me, on this sixteenth day of April, one thousand eight hundred and sixty.

JOHN S. EBAUGH,
Pastor of the German Reformed Church, New York City

Still Another.

THIS is to certify that I this day united in marriage, at their mutual request and with their mutual consent, Horace Stephens, builder, of this city, and Mary Holland, seamstress, of the same place.

Signed this tenth day of January, eighteen hundred and sixty.

FERNANDO WOOD,
Mayor of the City of New York.

Articles of Marriage.

ARTICLES of agreement of three parts, intended, made, &c., between A. B. of, &c., of the first part, E. D., of, &c., daughter of, &c., of the second part, and C. D., of, &c., and E. F., of, &c., of the third part, as followeth: Whereas, the said E. D. is seized to her, and to her heirs in fee simple, of and in certain lands, messuages, or tenements, with their appurtenances, situate, lying, and being, &c. And, whereas, a marriage is shortly intended to be had, and solemnized between the said A. B. and E. D., with whom the said A. B. is to have and receive —— dollars in money, over and besides the lands, &c., above-mentioned, and as for her marriage portion; it is

therefore covenanted and agreed, by and between the said parties to these presents, in manner and form following, (that is to say,) First, the said A. B. for himself, his heirs, executors, and administrators, doth covenant and agree, to and with the said C. D. and E. F., their heirs and assigns, that they the said A. B., and E. D., his intended wife, in case the said intended marriage shall be had and solemnized, by some good and sufficient conveyance, or conveyances, in the law, shall settle and assure all those lands, messuages, or tenements, with the appurtenances whereof she the said E. D. is seized as aforesaid, on and to the said C. D. and E. F., to the use and behoof of the said A. B., and his assigns, during the term of his natural life; and from and after the decease of the said A. B., then to the use and behoof of the said E. D., his said intended wife, for and during the term of her natural life; and from and after her decease, then to the use and behoof of the heirs of the body of the said E. D., by the said A. B. lawfully to be begotten, and for the default of such issue, then to the use and behoof of the said E. D., her heirs, and assigns, forever, and to and for no other use, intent, or purpose whatsoever.

And, whereas, the said E. D. is also possessed of, or interested in, for the remainder of a term of —— years, (if she shall so long live,) all that messuage, or tenement, with the appurtenances, situated, &c., by virtue of a certain indenture of lease thereof granted to the said E. D., by L. M., of &c. Now, the said A. B., for himself, his heirs, executors, and administrators, doth further covenant, grant, and agree to and with the said C. D. and E. F., their heirs, and assigns, that they the said A. B. and E. D., his said intended wife, (in case the said marriage shall take effect,) shall and will, by like good and sufficient conveyances in the law, settle and assure the said messuage or tenement, with the appurtenances, in such manner, as that the same may be held and enjoyed, and the rents and profits thereof may be had, received, and taken by the said A. B., and his assigns, during so many years of the said term, as he shall happen to live; and from and after his decease, then by the said E. D., his said intended wife, and her assigns, for and during so many years of the said term as she shall happen to live; and from and after her decease, then by such children of the said E. D., by the said A. B. to be begotten, in such manner as it may not be in the power of the said A. B. to defeat such their issue, and for default of such issue, then by the executors, administrators or assigns of the said E. D., and upon no other trust, and to and for no other use, intent, or purpose whatsoever.

And forasmuch as the said A. B. is not at present seized or possessed of any estate sufficient to make a jointure for the said E. D., his intended wife, equivalent to her fortune, the said A. B. doth for himself, his heirs, executors, and administrators, covenant, grant, and agree, to and with the said C. D. and E. F., their heirs

aad assigns, that in case the said intended marriage shall take effect, and he, the said A. B., shall happen to die in the lifetime of the said E. D., that then he, the said A. B., shall and will, by his last will and testament, in writing, or otherwise, give and assure unto the said E. D. the sum of —— dollars, of lawful money of the United States, or the full value thereof in lands, tenements, goods, or chattels, to be at her own proper disposal, and to be by her received, and taken to her own proper use and benefit.

In witness whereof the said parties have hereunto set their hands and seals, this first day of May, A. D., one thousand eight hundred and sixty.

Signed, sealed, and delivered in presence of J. K.

A. B., [L. S.]
E. D., [L. S.]
C. D., [L. S.]
E. F. [L. S.]

Settlement of an Estate, in Contemplation of Marriage.

THIS Indenture of three parts, made this —— day of ——, in the year ——, by and between A. B., of ——, gentlewoman, of the first part, C. D., of ——, esquire, of the second part, and E. F., of ——, gentleman, of the third part, *Witnesseth:*

That, whereas, a marriage is intended to be had and solemnized between the said parties of the first and third parts, and the said A. B. is possessed of certain personal estate, to wit, [*here describe the property.*] all of which the said A. B., with the consent of the said party of the third part, is minded and disposed to transfer to the said party of the second part, in trust for her own proper use and benefit;

Now, therefore, in consideration of the premises, and of one dollar paid by the said C. D. to the said A. B., (the receipt whereof is hereby acknowledged,) the said A. B, doth hereby assign, transfer, and set over to the said C. D., and his executors and administrators, all the moneys, property, and effects above mentioned, (whereof separate transfers, according to the usages and rules of the aforesaid corporations, have been made, of even date herewith); to hold the same to him, the said C. D., and his executors and administrators, upon the special trusts and for the uses and purposes following, and none others, namely:—

First. That until the solemnization of the said marriage, the said C. D. shall pay over to the said A. B., or shall empower her to receive for her own use, all the income, profits, and dividends arising from the said moneys and effects, and from any other estate which may be substituted therefor, as is hereinafter provided.

Second. That from and after the solemnization of the said marriage, and during the coverture of the said A., the said C. D. shall receive and collect the incomes, profits, and dividends of the said

trust moneys and effects, or of any other substituted estate, so often and whenever the same shall be payable, and after deduction of all incidental expenses, shall pay over the same, or so much thereof as she shall not direct to be added to the principal for the purpose of accumulation, to the said A., upon her sole and separate receipt therefor, and free from the control or interference of her said husband, or any other person whomsoever.

Third. That in case of the decease of the said A., after the solemnization of the said marriage, and during the life of her said husband, the said moneys and effects shall be transferred and paid over by the said trustee to such person or persons as she, the said A., by any instrument or note in writing subscribed by her, in presence of at least two competent witnesses, shall order and appoint to take and receive the same; and in default of her making such appointment, the same shall be transferred and paid to the said E. F., being then her husband, and in case of his decease before the said property shall be actually transferred and paid over to him, then to such person or persons as would be the legal representatives of the said A., by the statute for the distribution of intestate estates.

Fourth. That in the event of the decease of the said E. F., living the said A., all the property then held in trust under this indenture shall be transferred and conveyed back to the said A.; and, until so transferred, the trustee shall pay over to her, or empower her to receive, the income, profits, and dividends of the same for her own use.

Fifth. That the said trustee shall have power, with the approbation, or at the request of the said A., expressed in writing, to sell and dispose of the said trust estate, or any part of it, and the proceeds to invest in other personal or in other real estate, according to the written direction of the said A.; and the estate so purchased shall be had and held by the trustee for the same uses and purposes, and upon the same trusts, as are declared in and by this Indenture, of and concerning the property and estate first abovementioned, and may be sold and the proceeds reinvested, from time to time, in trust, in manner aforesaid; and it is hereby declared, that the purchaser of any estate held in trust, as aforesaid, shall not be bound to see to the application of the said purchase money.

Sixth. That in case of the decease of the party of the second part, or of his resignation of the said trust, he, or his executors or administrators, shall convey, transfer, and pay over the whole of the trust estate then held by him, to such person or persons as may be appointed in writing by the said party of the first part, to be the trustee or trustees under this Indenture; and such new trustee or trustees shall have all the powers, and shall hold the trust estate subject to all the provisions herein set forth and expressed,

and the receipt of such new trustee or trustees for the trust property, shall be a complete acquittanee and discharge to the said party of the second part, his executors and administrators; and in like manner other new trustees may be appointed, from time to time, as occasion may require.

And the said party of the second part doth hereby signify his acceptance of the said moneys and effects, and doth engage to hold and manage the same upon the trusts and for the uses herein mentioned.

And the said party of the third part doth hereby signify his assent to the provisions of this Indenture, and doth covenant to and with the said party of the second part, and his successors in the said trust, to permit the said party of the first part, after the solemnization of the said intended marriage, to receive the aforesaid income and profits to her sole and separate use, and freely to dispose of the trust estate, by her will or by her testamentary appointment, to such person or persons as she may bequeath the same to, and not to interfere with the said trust estate otherwise than in conformity to the provisions of this Indenture.

In witness, &c., [*as in Articles of Marriage.*]

Marriage Settlement in the hands of Trustees.

THIS Indenture, made this —— day of ——, in the year ——, between S. J., of ——, spinster, of the first part, and O. J., of the said city, merchant, and J. S., of the said city, merchant, of the second part, and H. H., of the said city, merchant, of the third part: Whereas, a marriage is contemplated shortly to be had and solemnized by and between the said parties of the third part and first part; and, whereas, it hath been understood and agreed by and between them, that whatsoever property or estate, whether real or personal, which the said party of the first part now hath, or hereafter may acquire or become entitled to in her own right, either by gift, devise, descent, distribution, or otherwise, should be duly granted, assigned, and conveyed to and vested in trustees, and thereby be secured for her own separate use and benefit, and placed beyond the reach, control, or management of the said party of the third part, and not be subject or liable to or for his present or future debts or responsibilities in any manner or degree whatsoever Now, therefore, this Indenture *Witnesseth*, That the said party of the first part, in consideration of the premises, and of one dollar to her in hand paid by the said parties of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, by and with the previous and full knowledge and consent of the said party of the third part, (testified by his being a party to and executing these presents,) hath granted bargained, and sold, aliened, conveyed, and confirmed, assigned,

transferred, and set over, and by these presents doth, &c., unto the said parties of the second part, and the survivor of them, their and his heirs, executors, administrators, and assigns forever, all and singular, the fortune, property, lands, goods, chattels, rights, credits, moneys, bonds, mortgages, stocks, choses in action, and other estate whatsoever, both real and personal, wheresoever and howsoever situate, which the said party of the first part now hath, or is entitled to in her own right, or which she may at any time or times hereafter and during the said contemplated coverture acquire, or become entitled to in her own right, either by gift, devise, bequest, descent, distribution, or otherwise howsoever, with all and singular the rights, members, heraditaments, and appurtenances to the same belonging, or in any wise appertaining; to have and to hold the same, and every part and parcel thereof, with the appurtenances, unto the said parties of the second part, and the survivor of them, their and his heirs, executors, administrators and assigns, to and for their and his own proper use, benefit, and behoof forever. In trust always, nevertheless, and to and for and upon the following uses, intents, confidences, and purposes of and concerning the same; that is to say, in trust for the sole use and benefit of the said party of the first part, until the said contemplated marriage shall be had and solemnized and to be reconveyed to, and revested in her upon request, should the said contemplated marriage be broken off, or not take place. And from, and immediately after such marriage being had and solemnized, in trust during the coverture thereupon ensuing, for the separate and sole use and benefit of the said party of the first part; and to secure, invest, and improve the trust premises for her, and to collect and receive the annual incomes, dividends, interest, rent, or other proceeds thereof, and to pay over such proceeds to her from time to time, when, and as such proceeds shall be received by the said parties of the second part, or either of them, during the said coverture, for her own individual use and benefit, and upon her separate receipt, and without the sanction or concurrence of the said party of the third part, and in the same manner and with the like effect as if she were sole and unmarried. And in the event of the said party of the first part surviving the said party of the third part, then upon this further trust and confidence, forthwith to reconvey and revest the said trust premises, or so much and such part thereof as may then remain, to and in the said party of the first part, her heirs, executors, administrators, and assigns, to and for her and their own proper use, benefit, and behoof, forever. But should the said party of the third part survive the said party of the first part, then and in that event, upon this special trust and confidence, to convey, transfer, and make over the said trust premises, or so much and such parts thereof as may then remain, to such person or persons, and in such shares, interests, and pro

portions, and for such estate, and in such manner, and upon such considerations as the said party of the first part shall, in and by any instrument in writing in the nature of a last will and testament, to be executed by her under her hand and seal, in the presence of two or more credible witnesses, at any time either before or during the said contemplated overture, and notwithstanding her said coverture, order, designate, limit, or appoint; and should the said party of the first part depart this life without ever having executed any such instrument, leaving the said party of the third part her surviving, then upon this further special trust or confidence, to make over and transfer, assign, and deliver the said trust premises, or so much and such parts thereof as may then remain, to the living issue of the said marriage; if such issue be one person, then to that person solely; but if such issue be several persons, then to those persons in such shares and portions as such persons would have taken the same by descent and distribution, had the said party of the first part survived the said party of the third part. And should the said party of the first part depart this life without ever having executed any such instrument, leaving the said party of the third part, but no issue of the said marriage her surviving, then upon this further special trust and confidence, to make over, transfer, assign, and deliver the one equal half part of the said trust premises, or of so much and such parts thereof as may then remain to the said party of the third part, his heirs, executors, administrators, and assigns, to and for his and their own proper use, benefit, and behoof, forever; and the other moiety thereof to such person or persons as would have been the right heir or heirs at law, and next of kin of the said party of the first part, had she always remained sole and unmarried. And the said party of the third part doth hereby for himself, his heirs, executors, and administrators, covenant, grant, promise, and agree, to and with the said parties of the second part, and the survivor of them, his executors and administrators, that he, the said party of the third part, shall and will permit the said party of the first part, at any time during the said coverture, freely and voluntarily to make and execute her last will and testament, or appointment, and to alter the same from time to time agreeably to her own free will and pleasure, according to the true intent and meaning of these presents, without any restraint, coercion, persuasion, or influence whatsoever on his part or behalf. And that he will not at any time interfere with, or exercise any authority or control over the said trust premises, or any part thereof; and that he, the said party of the third part, his heirs, executors, and administrators, shall and will at all times do, execute, and perform, or cause or procure to be done, executed, and performed, all and singular such lawful and reasonable acts, deeds, matters, and things, as may become requisite and proper to fully and absolutely vest, transfer,

and convey the said trust premises to and in the said parties of the second part, and the survivor of them, their and his heirs, executors, and administrators, and to carry into effect the true intent and meaning of those presents, as by the said parties of the second part, or the survivor of them, or their or his heirs, executors, or administrators, or their or his counsel, learned in the law, shall be reasonably advised, devised, or required. And the said parties of the second part do for themselves, and their respective heirs, executors, and administrators, severally but not jointly, covenant, grant, promise, and agree, to and with the said party of the first part, her executors and administrators, that they, the said parties of the second part, shall and will well and truly and faithfully execute and perform all and singular the trusts hereinbefore declared, and hereby reposed in them and the survivor of them, according to the true intent and meaning of these presents. It being, however, expressly understood, admitted, and conceded, by the said parties, both of the first and third parts, that neither the said parties of the second part, nor the survivor of them, nor the heirs, executors, or administrators of such survivor, in the performance of the trusts hereby reposed in them, shall be held responsible or made accountable for unavoidable mistakes or losses, or for the acts, deeds, omissions, or defaults of each other, in which they shall not jointly participate, or of which they shall not be jointly guilty; and that their respective liability and accountability in the premises shall not extend beyond the exercise of ordinary care, diligence, and fidelity. And that in the investments and improvements of the said trust premises, the said parties of the second part, and the survivor of them, may at all times during the continuance of the said trusts, or any of them, exercise a liberal discretion, and may invest the same in any kinds of stock, bonds, mortgages, or real estate, as they or he may at the time deem best, having due regard to the safety and productiveness of the investments, and may from time to time, at their or his own pleasure, alter or change the said investments or securities. And it is hereby further expressly understood and agreed, by and between all the parties to these presents, and it is hereby mutually declared to be their true intent and meaning, that at no time during the said coverture, and under no pretence and by no device whatsoever, shall the principal of the said trust premises be impaired or diminished by payment or appropriation of any part thereof, to or for the said party of the first part, or otherwise, unless by losses or depreciation unavoidably sustained, nor shall there be any appropriation or other disposition by way of anticipation of the annual or other periodical proceeds of the said trust premises, or any part thereof; but every such appropriation and disposition shall be absolutely null and void.

In witness, &c., [*as in Articles of Marriage.*]

Article of Separation between a Husband and Wife.

This Indenture, of three parts, made the —— day of ——, one thousand eight hundred and ——, between A. B., of the city of ——, of the first part, and C. D., his wife, of the second part, and E. F., trustee of the said C. D., of the third part; Whereas, divers disputes and unhappy differences have arisen between the said party of the first part, and his said wife, for which reason they have consented and agreed to live separate and apart from each other during their natural life; therefore, this Indenture *witnesseth*, That the said party of the first part, in consideration of the premises, and in pursuance thereof, doth hereby covenant, promise, and agree, to and with the said trustee, and also to and with his said wife, that it shall and may be lawful for her, his said wife, at all times hereafter, to live separate and apart from him; and that he shall and will allow and permit her to reside and be in such place and places, and in such family and families, and with such relations, friends, and other persons, and to follow and carry on such trade or business as she may from time to time choose, or think fit to do; and that he shall not, or will at any time sue, or suffer her to be sued, for living separate and apart from him, or compel her to live with him, or sue, molest, disturb, or trouble her for living separate and apart from him, or any other person whomsoever, for receiving, entertaining, or harboring her; and that he will not, without her consent, visit her, or knowingly enter any house or place where she shall dwell, reside, or be, or send, or cause to be sent, any letter or message to her; nor shall, or will, at any time hereafter, claim or demand any of her money, jewels, plate, clothing, household goods, furniture, or stock in trade, which she now hath in her power, custody, or possession, or which she shall or may at any time hereafter have, buy, or procure, or which shall be devised or given to her, or that she may otherwise acquire; and that she shall and may enjoy and absolutely dispose of the same, as if she were a feme sole and unmarried; and, further, that the said party of the first part shall and will well and truly pay, or cause to be paid, unto her, his said wife, for and towards her better support and maintenance, the yearly sum of —— dollars, free and clear of all charges and deductions whatever, for, and during her natural life, at, or upon the first days of January, April, July, and October, in each and every year during her said natural life, which the said trustee doth hereby agree to take, in full satisfaction for her support and maintenance, and all alimony whatever. And the said trustee, in consideration of the sum of one dollar, to him duly paid, doth covenant and agree, to, and with the said party of the first part, to indemnify and bear him harmless of, and from all debts of his said wife, contracted, or that may hereafter be contracted by her, or on her account; and if the said

parties of the first part shall be compelled to pay any such debt or debts, the said trustee hereby agrees to repay the same on demand, to the said party of the first part, with all damage and loss that he may sustain thereby.

In witness, &c., [*as in Articles of Marriage.*]

Between Husband and Wife; the Husband giving to the Use of the Wife all the Estate which he was entitled to by the Marriage.

Articles of Agreement, &c., between D. A., &c., of the one part, and C. C., &c., for and on the behalf of F. A., wife of the said D. A., of the other part.

Whereas, the said D. A., by virtue of his marriage with the said F., and of several deeds and settlements made by her, and others for and on her behalf is seized of, or entitled to, divers, &c., lands, tenements, and hereditaments of a very considerable value, and likewise possessed of some jewels, plate, furniture, and other goods and chattels, which before their intermarriage belonged to, and were the estate and property of the said F.; and, whereas, the said D. A. and F., have, by mutual consent, agreed to live separate and apart, and to the intent that the said F. may maintain and support herself in a manner suitable to her rank and quality, he, the said D. A., hath agreed to convey, surrender, and yield up, all the estates and effects, both real and personal, which he is now, or at any time or times hereafter shall be, seized or possessed of, or in any wise entitled to in right of the said F., or by, from, or under her; to be held and enjoyed by her from henceforth, to her sole and separate use, and to be at all times fully and absolutely at her disposal, as if she were sole and unmarried, without being subject to his debts, encumbrances, or control, or to any claim or demand by, from, or under the said D. A., on any account whatsoever:—

Now, for the more effectually carrying the said agreement into execution, he, the said D. A., doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree, to and with the said C. C., his heirs, &c., in manner following, that is to say, that he, the said D. A., and his heirs, shall and will, from time to time, and at all times hereafter, at and upon the request, and costs and charges in the law of the said C. C., his heirs, &c., well and sufficiently grant, convey, and assure unto the said C. C., his, &c., and permit him and them to take and receive the rents, issues, and profits of all the said lands, &c., and all the right, title, and interest which he, the said D. A., hath in possession, reversion, or expectancy, of, in, and to the same, and all rent and arrears of rent, and other profits and advantages whatsoever, which are now due and owing, or accrued to the said D. A., or which may, at all or any times hereafter, arise or become due to him, out of, or for

the same, or any part thereof, from any person or persons whatsoever; and also, that he, the said D. A., his executors or administrators, shall and will bargain, sell, assign, transfer, and deliver to the said C. C., his executors, administrators, and assigns, all jewels, plate, household goods, furniture, and all other goods and chattels, whatsoever, now remaining in the possession of the said D. A., or any other person or persons, in trust for him, or for his benefit, which he became seized or possessed of, or entitled to, by his intermarriage with the said F., or otherwise, by, from, or under her, or which were at any time her property or estate; and all the estate, right, title, interest, property, claim, and demand of him, the said D. A., in and to the same or any part thereof, free and clear from the debts, encumbrances, and engagements of the said D. A.; and further, that it shall and may be lawful for the said F., her heirs, &c., from time to time, and at all times hereafter, to have, hold, and enjoy, to and for their own sole and separate use, all and singular the said lands, &c., and all rents, &c., now due, &c., or which shall, &c., from any person, &c., and also all and every the said jewels, &c.

And, moreover, that it shall and may be lawful to and for the said F., notwithstanding her coverture, and she is hereby authorized and empowered, from time to time, and at all times, freely and absolutely to dispose of all or any of the premises at her will and pleasure, either in her lifetime, or by any writing purporting to be her last will and testament, without the control, or any let, molestation, or denial, from or by him, the said D. A., or any other person or persons claiming or to claim by, from, or under him, and as fully and amply as if she were sole and unmarried; and that he, the said D. A., his executors and administrators, shall and will permit and suffer the probate of such will by the executor or executors thereof.

And, in consideration of the premises, the said C. C., for and on the behalf of the said F., doth covenant and promise, to and with the said D. A., his heirs, &c., that she, the said F., shall and will, at any time when thereunto requested by the said D. A. and his heirs, assign, release, surrender, and give up all right and title which she, the said F., hath or may have, to any jointure, dower, or thirds, into or out of the estate, real or personal, of the said D. A., or any part thereof; and likewise, that she, the said F., her heirs, executors, and administrators, shall and will indemnify and save harmless the said D. A., his heirs, executors, and administrators, from all debts, charges, and encumbrances, contracted or to be contracted by her, the said F., at any time or upon any account whatsoever. And lastly, the said several parties hereunto do mutually promise and agree, to and with each other, to sign, seal, and execute all such other deeds and conveyances, for the better confirming and executing the several articles aforesaid, according to the

true intent and meaning thereof, as by their or any of their counsel shall be advised or devised and required, and at such time or times as either of the said parties shall tender and require the same to be signed and executed.

In witness, &c., [*as in Articles of Marriage.*]

Agreement to live apart, the Wife putting her Property in the Hands of Trustees for her own Use.

An Indenture made, &c., between A. B., of ——, and S., his wife, of the one part, and T. W. and W. H., of ——, of the other part

Whereas, divers disputes and unhappy differences have, for the space of some years last past, arisen between the said A. B., [*the husband,*] and the said S., [*the wife,*] insomuch that the said S. hath, by and with the directions, consent, and approbation of the said A. B., lived sole and separate from the said A. B., and at her own expense, without charging her said husband with any debt or debts whatsoever for her maintenance or subsistence; and, whereas, the said A. B., for the further encouragement or continuance of the said S., his wife, her sole and separate living, is content, willing, and desirous that the said S., his wife, shall not only have, keep, and enjoy all and every the estate, goods, chattels, bills, bonds, rights, credits, plate, rings, jewels, household stuff, and all other valuable commodities whatsoever, which she or any other person or persons in trust for her, now hath, or have, or hereafter shall have or be possessed of, but also all other estates, rights, credits, moneys, goods, claims, and demands whatsoever, which she, the said S., by her own industry, shall obtain or acquire, or which, by any gift, devise, or bequest, she, the said S., or the said A. B., his executors or administrators, in right of her, may, might, or can hereafter claim, challenge, or demand, to the only sole and separate use of the said S. and her assigns:—Now, this Indenture *witnesseth*, That, as well for the consideration aforesaid, as for and in consideration of the sum of ——, [*a valuable consideration,*] to the said A. B., by the said T. W. in hand well and truly paid, (the receipt, &c.,) and of —— [*a nominal consideration,*] in hand likewise paid by the said W. H. to the said A. B., they, the said A. B., and S., his wife, have granted, bargained, sold, assigned, and set over unto the said T. H. and W. H. all the estate, goods, chattels, &c., [*as before* "to claim, challenge, or demand whatsoever;"] to have and to hold, all and singular the premises above mentioned, with their and every of their appurtenances, unto the said T. H. and W. H., [*the trustees,*] their heirs and assigns forever, without any lawful let, suit, trouble, hindrance, molestation, eviction, or interruption whatsoever, of him, the said A. B., his executors, administrators, or assigns, or any other person or persons by him or them deputed, or lawfully claiming by, from, or under him, them,

or any of them; in trust, nevertheless, to the sole and separate use of the said S., and at her only sole and separate disposal.

And the said A. B. doth hereby, for himself, his, &c., covenant, promise, and grant, to and with the said T. W. and W. H., their executors and administrators, that it shall, and may be lawful to, and for the said T. W. and W. H., and the survivor of them, or the executors or administrators of such survivor, at all or any time or times hereafter, to take, have, and receive all and every the hereby granted, bargained, and assigned premises; and that it shall and may be lawful to and for the said T. W. and W. H., their, &c., from time to time, and all times hereafter, to pay and deliver to the said S., or her assigns, all such estates, moneys, goods, and chattels, and other the hereby granted and assigned premises, and the benefit, advantage, and proceeds thereof, to her sole separate use, freed and discharged of, and from, any disturbance, claim, or demand, of and from the said A. B., his, &c., or any person, &c.

And, further, the said A. B. doth hereby, &c., covenant, &c., to and with the said T. W. and W. H., &c., [*the trustees,*] that the said A. B. his, &c., shall and will, from time to time, and at all times hereafter, well and sufficiently save, &c., all the estate, moneys, goods, and chattels, and all and singular, other the premises, hereby granted, &c., and all other the estate, goods, and chattels, rights and credits, which she, the said S., by her own industry, shall hereafter obtain or acquire, or which, by any gift or devise, she, the said S., or he, the said A. B., his, &c., in right of her, may, might, or can hereafter claim, challenge, or demand, of and from all and all manner of action and actions, suits, arrests, attachments, outlawries, judgments, &c., by or against him, the said A. B., had, suffered, recovered, or sued forth or obtained, or hereafter to be had, suffered, recovered, &c., against him, the said A. B., by any debt or default of the said A. B., or his act, means, default, consent, or procurement.

And further, the said A. B. doth covenant, &c., that it shall and may be lawful for the said S., by her last will and testament, or any other deed or writing by her duly executed, to give away and dispose of all or any such estate, moneys, goods, and chattels hereby assigned, or meant, &c.; and that such will, &c., shall be good and available in law, the consent of the said A. B. being hereby declared thereto.

And further, that the said T. W. and W. H., and the survivor of them, in the name of the said A. B., shall and may lawfully ask, &c., of any person, &c., all and singular such estate, &c., and all the hereby granted and assigned premises, to and for the only proper use and behoof of the said S. and her assigns, and on the recovering, receiving, or obtaining the said, shall or may, in the name of the A. B., or otherwise, as to them the said T. W. and W. H., or the survivor of them, shall seem meet, give receipts, acquittances, or

other discharges for the same. And further, the said A. B. doth, by these presents, ratify all whatsoever the said T. W. and W. H., or the survivor of them, shall lawfully do, or cause to be done, in and about the execution of all and singular the premises.

And lastly, it is hereby agreed and declared, by and between the said parties hereto, that, out of such sum and sums of money or other estate as shall come to the hands of the said trustees, or either of them, it shall and may be lawful to deduct, reimburse, and satisfy unto them, the said T. W. and W. H., or either of them, or the survivor of them, what they shall expend or lay out in and about the execution of the trust hereby in them reposed, and shall also deduct and receive all such sum and sums of money as the said A. B. shall hereafter be chargeable with, by reason of any nonsuit or verdict against the said A. B., in any suit to be commenced by virtue of these presents, that the said trustees may pay and discharge.

In witness, &c.

And this Indenture further *witnesseth*, That the said T. W. and W. H., (in pursuance of their part of the said recited agreement, for and on the part and behalf of the said S., to be done and performed), and in consideration of such separation, and of the assignment so made by him, the said A. B., to them, of the said, &c., as aforesaid, do for themselves, severally and respectively, and for their several and respective executors and administrators, covenant, promise and agree, to and with the said A. B., his executors, &c., in manner as follows, (that is to say,) that they, the said T. W. and W. H., or one of them, their or one of their heirs, &c., shall and will, from time to time, and at all times hereafter, well and sufficiently save, &c., as well the said A. B, his heirs, &c., as also his, their, and every of their lands, tenements, goods, and chattels, of, from, and against all manner of debts whatsoever, which the said S., from henceforth, from time to time, and at all times hereafter, during the said separation, shall contract or make with any person or persons whatsoever, and also of and from all payment of alimony or maintenance whatsoever, which she, the said S., at any times hereafter, may have, claim, challenge, or demand from the said A. B., or his estate, real or personal, during the said separation; and likewise of and from all costs, charges, expenses, and damages whatsoever, which he the said A. B., his, &c., shall or may, at any time hereafter, pay, sustain, or be put unto, by the S.'s contracting any such debt or debts, or demands of any such alimony or maintenance as aforesaid, or for, by reason, or in respect of any other cause, matter, or thing whatsoever, which may be borne, paid, or sustained by him, the said A. B., touching or concerning her, the said S.'s so living separate and apart from him the said A. B., during the time aforesaid.

In witness, &c., [*as in Articles of Marriage.*]

Deed of Separation between a Man and his Wife, the Husband allowing the Wife an Annuity.

An Indenture made, &c., between A. B., &c., of the one part, and D. E., &c., and C., wife of the said A. B., of the other part.

Whereas, some unhappy differences have lately arisen between the said A. B., and C., his wife, and they have mutually agreed to live separate and apart from each other; and previous to such separation, he, the said A. B., hath consented thereto, and also proposed and agreed that he, out of his own proper moneys, would allow and pay the said C., his wife, during the term of her natural life, for her better support and maintenance, the annuity or yearly sum of ———, clear of all taxes, charges, and deductions whatsoever, payable to her in such manner as hereinafter is mentioned, (subject, nevertheless, to the proviso hereinafter contained, respecting the payment of the said annuity,) and also that, in case the said C., his wife, should die before the said A. B., that then the said A. B. should pay to her executors or administrators the sum of ——— towards her funeral charges:—

Now this Indenture *witnesseth*, That the said A. B., in pursuance of his aforesaid proposal and agreement, doth hereby, for himself, his executors, and administrators, and for every of them, covenant, promise, and agree, to and with the said D. E., his, &c., in manner and form following, (that is to say,) that it shall and may be lawful to and for the said C., his wife, and that he, the said A. B., shall and will permit and suffer her, the said C., from time to time, and at all times from henceforth during her natural life, to live separate and apart from him, and to reside and be in such place and places, and family and families, and with such relations, friends, and other persons, and to follow and carry on such trade and business as she, the said C., from time to time, at her will and pleasure, notwithstanding her present coverture, and as if she was a feme sole and unmarried, shall think fit.

And that the said A. B. shall not, nor will, at any time or times hereafter, compel her to cohabit with him, or molest, disturb, or trouble her, for such living separate and apart from him, or any other person or persons whatsoever, for receiving, harboring, or entertaining her nor shall or will without the consent of the said C., visit her, or knowingly come into any house or place where she shall or may dwell, reside, or be; or send, or cause to be sent any letter or message to her; nor shall or will, at any time hereafter, claim or demand any of the moneys, rings, jewels, plate, clothes, linen, woollen, household goods, or stock in trade, which the said C. hath now in her custody or possession, or which she shall or may hereafter buy and purchase, or which shall be devised and given to her, or she shall otherwise acquire, and that she shall and may enjoy, and absolutely dispose of the same, as if she were a feme sole, and unmarried.

And further, that the said A. B., his executors and administrators, or some or one of them, shall and will well and truly pay unto the said C., his wife, or her assigns, during the term of her natural life, for and towards her better support and maintenance, one annuity or yearly sum of ——, free and clear of all charges, taxes, and deductions whatsoever; the said annuity or yearly sum of ——, to be paid and payable to her, and the said C., and her assigns, during her natural life, in four equal payments, each amounting to the sum of ——, on the first days of March, June, September, and December, in every year, or within ten days next following; the first quarterly payment thereof to begin and be made on ——, or within ten days next following.

In consideration of which sum of —— per annum, so hereby made payable to her, the said C., in manner as aforesaid, she the said C. D., doth hereby agree to accept and take the same, in full satisfaction for her support and maintenance and all alimony whatsoever during her coverture.

Provided, always, and it is hereby expresslya greed and declared, by and between all the parties hereunto, and the true intent and meaning of them and these presents, is and are, that, in case he, the said A. B., his executors or administrators, shall, at any time hereafter be obliged to, and shall actually pay any debt or debts which she, the said C., his wife, shall, at any time hereafter, during her present coverture, contract with any person or persons whatsoever, that then, and in such case, it shall and may be lawful to and for the said A. B., his executors and administrators, to deduct, retain to, and reimburse him and themselves out of the said annuity or yearly sum of ——, so hereby made payable to her, the said C., as aforesaid, all and every such sum and sums of money as he and they shall be obliged to, and shall actually pay for or on account of any such debt and debts, to be by her, the said C., at any time hereafter, so contracted as aforesaid, together with all costs, charges, and damages, which he or they shall or may pay or sustain on account thereof; any thing herein contained, &c.

In witness whereof, &c., [*as in Articles of Marriage.*]

Marriage Settlement where the Husband is an Alien.

This Indenture of four parts, made between T. G., of ——, of the first part; R. E., of ——, widow, of the second part; L. J., of —— administrator, jointly with said R. E., on the goods and estate of R. T., late, &c., deceased, of the third part; and R. G. and G. R., of ——, by this instrument made trustees to the said R. E., to hold and manage, in trust for her, a part and portion of her personal property, to her use and disposal, as is hereinafter more fully expressed, of the fourth part, *Witnesseth:*

That, whereas, a marriage is intended to be had and solemnized

between the said T. G. and the said R. E., and it is their intention to assign and secure, to her separate use and disposal, a certain part and portion of her private and personal property, and thereby to make a liberal, certain, and sure provision for her support and maintenance, and for those persons whom she may wish to assist, to be at all times within her own direction and control; and whereas her said personal property consists in her share of the personal estate of the said R. T., which is now in the hands of the said administrator, and cannot at present be conveniently settled and divided, and her part thereof assigned to her, before the said marriage: now, therefore, to effect the said intentions, the several parties to this instrument covenant and agree as follows, to wit: In the first place, the said T. G. and the said R. E., in consideration of the premises, and of five dollars paid them, jointly and severally covenant with the said R. G. and G. R., made trustees as aforesaid, and with the survivor of them, and with the executors and administrators of the survivor of them, that they, the said T. G. and R. E., shall and will, as soon as the said personal estate of the said R. T. shall be settled and divided, and her part thereof assigned, or sooner, as the circumstances of the said estate may permit, assign to and vest in the said trustees, to the sole and separate use, benefit, and disposal of the said R. E., as well during the said marriage as otherwise, so much of her said share in the said personal estate of the said R. T. as, in the opinion of the said administrator thereon, and the said trustees, shall constitute a principal or fund, capable of producing an interest or income of —— dollars a year, and in such parts of her said share as the said administrator and trustees shall judge best suited to the purposes of this trust; and that the said trustees, as aforesaid, and the survivor of them, and the executors, &c., shall hold and manage the said principal or fund, and the interest and income thereof, for the times and purposes, and in the manner in this instrument expressed. And the said T. G. and R. E. further jointly and severally, covenant and agree, that, when the said administrator shall so assign to and vest in the said trustees the said principal or fund, and take their two receipts therefor, one to himself, and one to the said R. E., the same assignment shall be deemed, to all intents and purposes, an advancement of so much of the said R. E.'s said share of the said personal estate of the said R. T., as shall be expressed in the same receipts, and the said administrator fully exonerated and discharged thereof. And the said T. G. and R. E. further covenant and agree, that, if any depreciation, diminution, or loss shall happen to said principal or fund, or the interest or income thereof, while the same shall be held in trust as aforesaid, from any unforseen casualties, or mere errors in judgment in the said trustees, and not from their neglect, inattention, or default, then, and in that case, the said trustees shall not be held accountable or responsible for such depreciation, diminution, or loss.

And, in the second place, the said T. G., in consideration of the premises, and of five dollars paid him, covenants and agrees with the said R. G. and G. R., made trustees as aforesaid, and the survivor of them, and the executors and administrators of the survivor of them, that the said principal or fund, so assigned to and vested in them, and the interest and income thereof, in all respect whatsoever, shall be held and managed by them, to and for the sole and separate use, benefit, and disposal of the said R. E., her said marriage notwithstanding; and that the same, in no manner whatsoever, shall be subject to the direction, control, or disposition of him, the said T. G., or liable for his debts. And the said T. G. further covenants and agrees, that it shall be lawful for the said R. E., according to her own will and pleasure, during the said marriage, to demand, have, and receive, of and from the said trustees, and the survivor of them, and the executors and administrators of the survivor of them, on her request or order, made in writing, attested by two witnesses, any part or portion of the said principal or fund, or of the interest or income thereof, and to dispose thereof as she may think proper; and that it shall be lawful for the said trustees, at any time, to pay, deliver, or transfer to the said R. E., on her request or order, in writing, attested as aforesaid, any such part or portion of the said principal or fund, or of the interest or income thereof, held by them in trust as aforesaid, as she may purpose, in such receipt or order, to receive of them and withdraw from the said trust; and that her separate receipt, attested as aforesaid, made to the said trustees, or her order so attested, with the receipts of the payee or endorsee thereof, shall be a full and legal discharge to the said trustees, for so much of the said principal or fund, or the interest or income thereof, as shall be expressed in such receipt.

And the said T. G. further covenants and agrees, that, in case the said R. E. shall survive the said T. G., or in case the said marriage shall be dissolved *a vinculo matrimonii*, then, and in either case, the said principal or fund, or the interest or income thereof, or any part of either of them, remaining in the hands of the said trustees, shall be at the sole disposal of the said R. E., and the said trustees be at liberty to re-assign, pay, deliver, or transfer the same to her accordingly.

And the said T. G. further covenants and agrees, that the said R. E., at any time in her lifetime, shall have power to make an appointment testamentary, in writing, and therein and thereby to appoint and name the person and persons who shall be entitled to have the said principal or fund, or the interest or income thereof, after her death; and that then, by virtue thereof, it shall be lawful for such person or persons to receive the same of the said trustees, and to discharge them thereof.

And the said T. G. further covenants and agrees, that in case the said R. E. shall not in her lifetime make such an appointment, but

shall, at her death, leave the said principal or fund, or the interest or income thereof, or any part of either, in the hands or management of the said trustees, then, and in that case, the said principal or fund, and the interest or income thereof, or what may remain thereof, shall, after her death, descend to, and be distributed among, her legal representatives, and not to the said T. G., or his representatives.

And it is understood and agreed by the parties to this instrument, that the major part of the said trustees living are to have all the power vested in the aforesaid trustees, and that all written requests, orders, receipts, and appointments, made in pursuance of this instrument, shall be deemed good and valid, if the same shall express the intention of the party, though the same may not have all the legal formalities usually required by law.

And, considering that there is at present no court of chancery in this commonwealth to direct and enforce the execution of trusts, by reason whereof it is necessary to secure to the said R. E. the performance of this trust by the covenants of the said trustees, the said T. G. further covenants and agrees, that, if the said trustees shall, in any case, refuse or neglect to perform their trust aforesaid, or any of their covenants hereinafter made and inserted for the security of the said R. E., and it shall be deemed necessary by her to commence and prosecute any action or actions on such covenants, and to join the said T. G. with her in such action or actions, his so joining therein shall be for the sake of form only, but the said action or actions shall be prosecuted, judgment therein rendered, and execution thereon issued and satisfied, to and for the sole and separate use, benefit, and disposal of the said R. E., and that it shall be lawful for the said trustees, and for any officer who may have such execution, to pay the contents thereof, when received, to the said R. E., and to plead this covenant in bar to any demand the said T. G. shall make for the contents of the same judgment or execution: and generally, that the said T. G. shall not, in any manner whatsoever, release or relinquish the said trust, or any of the covenants herein contained, or in any way impede, hinder, or defeat the said trust, or any of the covenants herein contained, or in any way impede, hinder, or defeat any of the provisions herein made to secure the performance thereof: and it is understood and agreed by the said T. G., that the said principal or fund, so placed or vested in trust, for the sole and separate use and disposal of the said R. E., or the interest or income thereof, shall not be deemed any part of her share or interest in the estate of the said T. G., but, in case she survive him, she shall have such share and part therein as by law is allowed, any thing in this instrument notwithstanding.

And, in the third place, the said L. J., in consideration of the premises, and of five dollars paid him, covenants and agrees, that, as soon as the said personal estate of the said R. T., shall be set-

tled and divided, and the said share therein of the said R. E. assigned her, or sooner, if the circumstances of the said estate will permit, he will assign to and vest in the said trustees, the survivors and survivor of them, and the executors and administrators of the survivor of them, to the sole and separate use, benefit and disposal of the said R. E., as well during the said marriage as otherwise, so much of her said share in the said personal estate of the said R. T., as, in the opinion of the said administrator thereon, and the said trustees, shall constitute a principal or fund, capable of producing an interest or income of —— per annum, and in such parts of the said share as the said administrator and the said trustees shall judge best suited to the purposes of this trust, and that he will take of the said trustees their said two receipts, and deliver one of them to the said R. E., provided there shall be so much coming to the said R. E., from the personal estate of the said R. T.

And, in the fourth place, the said R. G. and G. R., made trustees as aforesaid, in consideration of the premises, and of five dollars paid them, do jointly and severally covenant and agree as follows, viz.: that they, and the survivors and survivor of them, shall and will, when requested to do the same, receive of the said administrator, or of the said T. G. and R. E., or of the said R. E., as the case may require, so much of her said share in the said personal estate of the said R. T. as, in the opinion of the said trustees and administrators, shall constitute a principal or fund of the amount aforesaid, and give the said two receipts for the same; and that they will hold and manage the same principal or fund, and the interest or income thereof, in trust as aforesaid, for the sole and separate use, benefit and disposal of the said R. E., until an end shall be put to the said trust in one of the ways before expressed; that they will, as soon as circumstances will permit, after they shall so receive the said principal or fund, vest the same in such public funds, stocks, or incorporated banks, bonds well secured by sureties or mortgages, or other property, as in their opinion will produce the greatest annual interest or income, consistent with the security and safety of the said principle or fund; that they will well and truly pay, deliver, and transfer to the said R. E., from time to time, such parts and portions of the said principal or fund, or of the interest or income thereof, as she shall demand or propose, and receive of them and withdraw from the said trust, in the form and manner before expressed, and to pay her yearly, half-yearly, or quarterly, the said interest or income, as they shall receive the same, taking her receipt or discharge made in the form aforesaid, unless the said R. E. shall, at any time, by her writing, attested by two witnesses, signify her intention to make a part of the said interest or income, principal, in which case they will make such interest or income, principal, accordingly, and vest and secure the same, additional principal as aforesaid, that, in case any event

aforesaid shall happen, which by this instrument is intended to put an end to this trust, they will pay, deliver and assign, or transfer the said principal or fund, and the interest or income thereof, or any part thereof that may be remaining in their hands, on the happening of the said event, according to the directions and provisions hereinbefore expressed; that, in case an action shall be brought by the said T. G. and R. E., his wife, as aforesaid, against the said trustees, at any time, for the non-performance of any of their covenants herein contained, they, the said trustees, the survivors and survivor of them, shall and will permit the said action to be brought and pursued in due form of law, and to proceed to her use and benefit as aforesaid, and shall not and will not plead, in bar or abatement, that the said T. G. is an alien, or an alien enemy, in case of a war, or that he has, by his said covenants, precluded himself from all advantages or right in the said action; and that, in case judgment shall be rendered in any such action, they, the said trustees, will pay, or cause the contents thereof to be paid, to the said R. E., to her use and disposal as aforesaid, and avail themselves of the covenants aforesaid of the said T. G., to bar any claim which he may make to the same; and lastly, that they, the said trustees, shall and will vest, secure, and manage the said principal or fund, and the interest and income thereof, so placed in their hands in trust, with care, diligence, caution, attention, and faithfulness, asking and receiving for their care, attention, trouble, and services, in so receiving, vesting, managing, and paying over the said principal or fund, and the interest or income thereof, the sum of —— per cent. on the said interest and income.

In witness, &c., [*as in Articles of Marriage.*]

WILLS.

All persons of sound mind, except infants and married women, are legally entitled to dispose of their property by will.

In making a will, the intention of the testator (the person making the will) should be fully and plainly stated; if the testator intends to give the property for a certain number of years, or for life, or for ever, he should say so; he ought also to describe the property with reasonable certainty, as, for instance, "my house and lot known as No. 65 Bond street, New-York," or, "my six houses and lots known as Nos. 81, 83, 85, 87, 89 and 91 Pearl street," or "my farm of one hundred and sixty acres, in Claverack, Columbia county, State of New-York," or "my gold watch," or "my horse," &c., &c.

Personal property (money, jewels, furniture, clothes, books, or any thing movable) may be willed by males at the age of eighteen, and by females at sixteen.

All wills must be made in writing, with the testator's full name at the end. In the States of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, Alabama, Florida, Georgia, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Oregon, South Carolina, and Wisconsin, a will must be attested by *three* subscribing witnesses; in Delaware, Virginia, Indiana, North Carolina, Tennessee, Kentucky, Ohio, Illinois, Missouri, Alabama, Arkansas, California, Iowa, Texas, Utah, New-Jersey, and New-York, by two subscribing witnesses. In Pennsylvania no subscribing witnesses are required, provided the signature to the will can be proved by the oaths of two respectable witnesses.

A will may be revoked at any time by the testator, and another made, either by himself or in his presence and by his direction.

A codicil is an addition or supplement to a will, and must be executed with the same formality—that is, in the presence of the same number of witnesses.

Witnesses should always write their respective places of residence after their name. Every person who shall sign the testator's name to a will by his direction, must write his own name as a witness to the will in the presence of two other witnesses.

Nuncupative (unwritten) wills are always unsafe; and, although they are legal under many circumstances, they rarely fail to leave room for troublesome and expensive litigation.

Marriage and the birth of a child after the execution of a will imply a revocation of such will, of real and of personal property, provided such wife and child were unprovided for; but in case the wife and child are provided for, by settlement or otherwise, the will is good.

The will of a single woman is annulled in law by her marriage. But a woman may make a deed of settlement of her estate before marriage which shall empower her to retain her right a will after marriage.

A sale of, or an agreement to sell, property devised in a will, is a legal revocation of such will.

Children born after the execution of a will, and not provided for

by settlement, are entitled, at the death of the testator, to such share of the property as they would have had if no will had been made.

Any provision made in a will for the wife of the testator will not exclude her legal claim to dower also, unless such provision be expressly stated to be in lieu of dower.

A devise to a subscribing witness is void; but such devise does not affect the validity of the will itself.

The term heirs, or other words of inheritance, may be used in a will, but they are not called for by law.

Property may not be devised to a corporation, unless such corporation is authorized by its charter to receive bequests by will.

Bequests of property to aliens not authorized by law to hold property are void.

Incumbrances upon a testator's real or personal estate does not affect the validity of his will; but the devises and legacies therein are subject to such incumbrance.

All debts and other incumbrances must be settled previous to the distribution of the gifts to the devisees (the parties to whom the bequests are made).

The authenticity of a will must be proved before the Surrogate of the county in which it is made; should the decision of the Surrogate be unsatisfactory to the parties interested, an appeal may be made by all or either of them to the circuit judge of the circuit court; should the decision of the latter be equally unsatisfactory, an appeal may be made to the court of chancery; in case this should also be unsatisfactory, a further appeal may be made to the Supreme Court, whose decision is final; a record of which decision must then be made by the Surrogate. The cost and expenses of such appeal must be paid by the party or parties appealing, in case of his or their failure to impeach the validity of the will; but if he or they succeed in impeaching the will, the costs must be paid by the contesting party, either personally or out of the effects of the deceased.

No person can be an executor of a will who, at the time the will is proved, is either an alien, under twenty-one years of age, a drunkard, a convict or deficient in understanding.

An executor of a will may renounce such appointment by an

instrument signed before two witnesses, which instrument must be recorded by the Surrogate before whom the will was proved. Should all the executors refuse to serve, then power shall be granted to the residuary legatees, or some one of them, to act in their place; if the legatees will not serve, then to the widow and next of kin, if there be any; if none, then to any creditor of the testator; if none, then to the public administrator.

In case a man should die intestate (without leaving a will), power to administer his property shall be granted in the following order: 1st, to the widow; should there be none, then, 2d, to the sons; should there be none, then, 3d, to the father; 4th, to the brothers; 5th, to the sisters; 6th, to the grandchildren; 7th, to any other of the next of kin. If any of the persons so entitled are minors, then to their guardians; if the relatives or guardians will not accept, then to the creditors of the deceased, the creditor first applying, if otherwise competent, to have the preference.

In case a married woman should die intestate, her husband is entitled to administer her property in preference to all other persons, provided he be of sound mind. He is liable for her debts only to the extent of the assets received by him.

All property of a perishable character, such as fruits, &c., left by deceased, may be sold by the executors or administrators without waiting for the general administration of the estate; the proceeds thereof to be transferred to the Surrogate, or to be charged to the account of the parties administering.

A Will of Real Estate.

The last will and testament of A. C., &c. I, A. C., considering the uncertainty of this mortal life, and being of sound mind and memory, (blessed be Almighty God for the same!) do make and publish this my last will and testament, in manner and form following, (that is to say:) First, I give and bequeath unto my beloved wife J. C., the sum of ——. *Item*, I give and bequeath to my eldest son G. C., the sum of ——. *Item*, I give and bequeath unto my two younger sons, J. C. and F. C., the sum of —— each. *Item*, I give and bequeath to my daughter-in-law, S. H., widow the sum of ——; which said several legacies or sums of money I will and order to be paid to the said respective legatees, within six months after my decease. I further give and devise to my said eldest son G. C., his heirs and assigns, all that messuage or

tenement, situated, lying, and being in, &c., together with all my other freehold estate whatsoever, to hold to him the said G. C., his heirs and assigns, forever. And I hereby give and bequeath to my said younger sons, J. C. and F. C., all my leasehold estate, of and in all those messuages or tenements, with the appurtenances, situate, &c., equally to be divided between them. And lastly, as to all the rest, residue, and remainder of my personal estate, goods, and chattels, of what kind and nature soever, I give and bequeath the same to my said beloved wife, J. C., whom I hereby appoint sole executrix of this my last will and testament, hereby revoking all former wills by me made.

In witness whereof, I have hereunto set my hand and seal, the —— day of ——, in the year of our Lord one thousand ——.

A. C. [L. S.]

The above instrument, consisting of one sheet, (*or*, of two sheets,) was now here subscribed by A. C., the testator, in the presence of each of us; and was at the same time declared by him to be his last will and testament; and we, at his request, sign our names hereto, as attesting witnesses.

D. F., residing at ——, in —— County.
G. H., residing at ——, in —— County.

[*Or, if the witnesses do not see the testator subscribe the will, it may be attested by his acknowledgment in the following form.*]

The above instrument of one sheet (*or*, of two sheets) was, at the date thereof, declared to us by the testator, A. C., to be his last will and testament; and he then acknowledged to each of us, that he had subscribed the same: and we, at his request, sign our names hereto as attesting witnesses.

D. F., residing at ———, in ——— County.
G. H., residing at ———, in ——— County.

Codicil to a Will.

Whereas I, A. C., of, &c., have made my last will and testament in writing, bearing date, &c., [and have thereby, &c. &c.] Now I do by this my writing, which I hereby declare to be a codicil to my said will, to be taken as a part thereof, [will and direct, &c. &c.,] give and bequeath to my niece M. S., one gold watch, one large diamond ring, and one silver coffee-pot. And whereas, in in and by my last will and testament, I have given and bequeathed to my daughter-in-law G. H., the sum of ———, I do hereby order and declare, that my will is that only the sum of ——— be paid unto her, in full of the said legacy I have as aforesaid given and bequeathed unto her; and that the remaining part of the said legacy be given and paid to my nephew E. G. And lastly, it is my desire that this my present codicil be annexed to, and made a part of my last will and testament, to all intents and purposes

In witness whereof, I have hereunto set my hand and seal, this ——— day of ———, &c. A. C. [L. S.]

The above instrument of one sheet was, at the date thereof, declared to us by the testator, A. C., to be a codicil to be annexed to his last will and testament; and he acknowledged, to each of us, that he had subscribed the same: and we, at his request, sign our names hereto as attesting witnesses.

D. F., residing at ———, in ——— County.
G. H., residing at ——— in ——— County.

General Form, disposing of an Estate in Legacies.

Know all men by these presents, that I, T. T., of ——, in the county of ——, and State of ——, gentleman, being in good health, [*or*, in ill health, *as the case may be*,] and of sound and disposing mind and memory, do make and publish this my last will and testament, hereby revoking all former wills by me at any time heretofore made.

First. I hereby constitute and appoint my wife, E. T., to be sole executrix of this my last will, directing my said executrix to pay all my just debts and funeral expenses, and the legacies hereinafter given, out of my estate.

Second. After the payment of my said debts and funeral expenses, I give to each of my children, T. H. T., E. A. T., M. P. T., and A. S. T., the sum of —— dollars, to be paid to each of them as soon after my decease, but within one year, as conveniently may be done.

Third. And for the payment of the legacies aforesaid, I give and devise to my said executrix all the personal estate owned by me at my decease, (except my household furniture and wearing apparel,) and so much of my real estate as, when sold by leave of the court of probate, will be sufficient, in addition to the said personal estate herein given, to pay the said legacies.

Fourth. I give to my said executrix, all my household furniture and wearing apparel, for her sole use.

Fifth. I devise to my said executrix all the rest and residue of my real estate, so long as she shall remain unmarried, and my widow, with remainder thereof, on her decease or marriage, to my said children and their heirs, respectively, share and share alike.

In testimony whereof, I hereunto set my hand and seal, and publish and declare this to be my last will and testament, in the presence of the witnesses named below, this —— day of ——, in in the year .

T. T. [L. S.]

This will must be attested in the same manner as in the preceding forms.

General Form, disposing of both Real and Personal Estate.

In the name of God, Amen. I, A. B., of, &c., being in good bodily health, and of sound and disposing mind and memory, calling to mind the frailty and uncertainty of human life, and being desirous of settling my worldly affairs, and directing how the estates with which it has pleased God to bless me, shall be disposed of after my decease, while I have strength and capacity so to do, do make and publish this my last will and testament, hereby revoking, and making null and void, all other last wills and testaments by me heretofore made. And, first, I commend my immortal being to Him who gave it, and my body to the earth, to be buried with little expense or ostentation, by my executors hereinafter named.

And as to my worldly estate, and all the property, real, personal, or mixed, of which I shall die seized and possessed, or to which I shall be entitled at the time of my decease, I devise, bequeath, and dispose thereof in the manner following, to wit:

Imprimis. My will is, that all my just debts and funeral charges shall, by my executors hereinafter named, be paid out of my estate, as soon after my decease as shall by them be found convenient.

Item. I give, devise, and bequeath to my beloved wife, C. B., all my household furniture, and my library in my mansion or dwelling house, my pair of horses, coach, and chaise, and their harnesses; and also fifteen thousand dollars, in money, to be paid to her by my executors hereinafter named, within six months after my decease; to have and to hold the same to her, and her executors, administrators, and assigns forever. I also give to her the use, improvement, and income of my dwelling-house, land, and its appurtenances, situated in ——, my warehouse, land, and its appurtenances, situated in ——, to have and to hold the same to her for and during her natural life.

Item. I give and bequeath to my honored mother, O. B., two thousand dollars, in money, to be paid to her by my executors hereinafter named, within six months after my decease; to be for the sole use of herself, her heirs, executors, administrators, and assigns.

Item. I give, devise, and bequeath to my son E. B. the reversion or remainder of my dwelling or mansion-house, land, and its appurtenances, situated in ——, and all profit, income, and advantage that may result therefrom, from and after the decease of my beloved wife, C. B.; to have and to hold the same to him, the said E. B., his heirs and assigns, from and after the decease of my said wife, to his and their use and behoof forever.

Item. I give, devise, and bequeath to my son T. B. the reversion or remainder of my warehouse, land, and its appurtenances, situated in ——, and all the profit, income, and advantage that may result therefrom, from and after the decease of my beloved wife

C. B. to have and to hold the same to the said F. B., his heirs and assigns, from and after the decease of my said wife, to his and their use and behoof forever.

Item. All the rest and residue of my estate, real, personal, or mixed, of which I shall die seized and possessed, or to which I shall be entitled at the time of my decease, I give, devise, and bequeath, to be equally divided to and among my said sons, E. B. and F. B. And,

Lastly. I do nominate and appoint my said sons, E. B. and F. B., to be the executors of this my last will and testament.

In testimony whereof, I, the said A. B., have to this my last will and testament, contained on three sheets of paper, and to every sheet thereof subscribed my name, and to this the last sheet thereof I have here subscribed my name, and affixed my seal, this —— day of ——, in the year of our Lord one thousand eight hundred and ——. A. B. [L. S.]

This will must be attested in the same manner as in the preceding forms.

Form of a Will of Goods.

In the name of God, Amen. I, A. B., of ——, in the county of ——, farmer, being mindful of my mortality, do, this —— day of ——, in the year of our Lord ——, make and publish this my last will and testament, in manner following:

First. I desire to be decently and privately buried in the churchyard at ——, without any funeral pomp, and with as little expense as may be.

Also, I give and bequeath unto my son, J. B., the sum of ——

Also, I give and bequeath unto my daughter, M. B., the sum of ——.

To be paid unto them respectively, so soon as one year after my decease shall be expired.

Also, I do forgive unto L. M. the sum of ——, out of the principal sum of ——, which he owes to me upon bond.

Also, I give to my grand-daughters, A. and B., children of my daughter C., the sum of —— a-piece, to be paid to them respectively, at their respective ages of twenty-one years, or days of marriage, which shall first happen; the same to be put out to interest at the discretion of my executrix, and the interest accruing thereby to be applied to their education and maintenance respectively, until their said respective ages or marriages. And in case either of them shall die before the age of twenty-one years or marriage, then I give the share of her so dying unto the survivor of them. And if both of my said grand-daughters shall happen to die before the attaining the age of twenty-one years or marriage, then I give

and bequeath the whole of the said several sums unto my daughter D., if she shall be then living.

Also, I give to my wife, E. B., during her life, the use of all my plate and household goods, bedsteads, bedding, and other furniture; and after her decease, to remain to my son, J. B.

All the rest and residue of my personal estate, whatsoever and wheresoever, of what nature, kind, and quality soever the same may be, and not hereinbefore given and disposed of, (after payment of my debts, legacies, and funeral expenses,) I do give and bequeath unto my wife, E. B., her executors, administrators, and assigns, to and for her and their own use and benefit absolutely.

And I do hereby constitute and appoint my said wife, E. B., sole executrix of this my last will and testament.

In witness whereof, I have hereunto set my hand and seal, the day and year first above written. A. B.

This will must be attested in the same manner as is directed in the preceding forms.

Will of Lands and Goods.

In the name of God, Amen. I, A. B., merchant, of ——, do make and declare this my last will and testament, in manner and form following:

First. I resign my soul into the hands of Almighty God, hoping and believing in a remission of my sins, by the merits and mediation of Jesus Christ; and my body I commit to the earth, to be buried at the discretion of my executor hereinafter named; and my worldly estate I give and devise as follows:

First. I give and devise to my younger son, B. B., all that my whole messuage and tenement, situate, lying, and being at ——, to have and to hold to my said son, B. B., his heirs and assigns forever.

Also, I give and devise all that my messuage and tenement, with the appurtenances, situate, lying, and being at ——, unto my daughter, C. B., to have and to hold to my said daughter, C. B., and her assigns, for and during the term of her natural life, without impeachment or waste; and from and immediately after her decease, I give and devise the same unto my said son, B. B., his heirs and assigns forever.

And I do hereby give, devise, and bequeath unto my wife, E. B., and her assigns, for and during the term of her natural life, one annuity, or clear yearly rent or sum of ——, free of all taxes and other deductions, to be issuing and payable out of the said messuage and tenement, and to be paid and payable by equal half-yearly payments, at ——, the first payment thereof to be on ——; and I do hereby charge and subject the said messuage and tene-

ment to and with the payment of the said annuity, yearly rent, or sum of —— accordingly; and my will is, that in case the said annuity, or any part thereof, shall be behind or unpaid by the space of twenty days next after the aforesaid ——, whereon the same is hereinbefore directed to be paid as aforesaid, (being lawfully demanded,) that then and so often it shall and may be lawful for my said wife, and her assigns, to enter upon the said premises charged with the said annuity as aforesaid, and distrain for the same, or for so much thereof as shall be so in arrear; and the distress and distresses then and there found, to detain and keep, until she shall be fully paid and satisfied all such arrearages, with costs and charges in and about making and keeping thereof; and in case the said annuity, or any part thereof, shall be behind or unpaid for the space of forty days next after any of the said days of payment whereon the same ought to be paid, as aforesaid, that then and so often it shall and may be lawful for my said wife, and her assigns, into all and singular the premises charged with the said annuity as aforesaid to enter, and the rents, issues, and profits thereof to receive and take, until she be therewith and thereby, or by the person or persons who shall be then entitled to the immediate possession of the premises, paid and satisfied the same and every part thereof, and all the arrears thereof incurred before, and that shall incur during such time as she shall receive the rents, issues, and profits thereof, or be entitled to receive the same by virtue of such entry, to be made as aforesaid, together with her costs, damages, and expenses laid out and sustained, by reason of the non-payment thereof, or any part thereof.

Also, I will and ordain, that the executor of this my last will and testament, or his executor or executors, for and towards the performance of my said testament, shall, with all convenient speed after my decease, bargain, sell, and alien, in fee simple, all those my lands called ———, for the doing, executing, and perfect finishing whereof, I do by these presents give to my said executor, and his executor or executors, full power and authority to grant, alien, bargain, sell, convey, and assure all the same lands, called ———, to any person or persons, and their heirs forever, in fee simple, by all and every such lawful ways and means in the law, as to my said executor, or his executor or executors, or to his or their counsel, learned in the law, shall seem fit or necessary.

And I do hereby appoint my trusty friend, E. B., executor of this my last will and testament, and do give unto him the sum of ———, in consideration of the pains and trouble he will have in the execution of this my will.

Also, for the better education of my children, A., B., and C., I do give and dispose of the tuition and custody of them, and every of them, unto my wife E. B., for such time as they or any of them respectively continue unmarried, and under the age of one-and-twenty years, and my said wife remains my widow; but if my said

wife should die or marry, during the single life and nonage of any of my said children, so being unmarried and under the age of one-and-twenty years at the marriage or death of my wife, unto my said executor, E. E.

And my will is, and I do hereby expressly declare, that my said executor, his executor or executors, shall not be charged or chargeable with, or accountable for more of the aforesaid moneys or estates than he or they shall actually receive, or shall come to his or their respective hands by virtue of this my will, or with or for any loss which shall happen of the said moneys or estates, or of any part of my personal estate, so as such loss happen without his or their wilful default and neglect.

And also, that it shall and may be lawful for him, my said executor, and his executor or executors, in the first place, out of the said premises respectively, and out of the residue of my personal estate, to deduct and reimburse him and themselves respectively, all such loss, costs, charges and expenses as he or they shall sustain, expend, or be put unto, for or by reason of the performance of this my will, or the management or execution thereof respectively, or any other thing in any wise relating thereto.

And finally, all the rest, residue, and remainder of all my estate and effects, real and personal, whatsoever and wheresoever, not hereinbefore otherwise effectually disposed of, (after payment of my debts, legacies, and funeral expenses, and other charges and deductions as aforesaid,) I do give, devise, and bequeath unto my eldest son, A. B.

In witness, &c. A. B.

This will must be attested in the same manner as in the preceding forms.

The following clauses may be inserted, if necessary, in either of the foregoing wills.

CLAUSE CONCERNING DISPUTES ABOUT ANY GIFT OR BEQUEST IN A WILL.

And lastly, my express will and meaning is, and I do hereby order and appoint, that if any difference, dispute, question, or controversy shall be moved, arise, or happen, concerning any gift, bequest, matter or thing in this my will given and bequeathed, expressed or contained, that then no suit or suits, in law or equity, or otherwise, shall be brought, commenced, or prosecuted for and concerning the same, but the same shall be referred wholly to the award, order, and determination of my friends F. H. and R. D., both of, &c., and what they shall order, direct, or determine therein shall be binding and conclusive to all and every person and persons therein concerned. A. W.

PROVISO THAT SUMS ADVANCED BY TESTATOR IN HIS LIFETIME TO CHILDREN SHALL BE TAKEN AS PART OF PORTION.

PROVIDED always, and I do hereby declare, that in case I shall, in my lifetime, advance and pay to any of my children, either sons or daughters, any sum or sums of money, for his or their benefit or advancement in the world, or otherwise, and shall signify the same in writing under my hand, then if any such sum or sums shall be equal to the share or shares of such child or children respectively, of and in the premises, &c., by me hereby devised or bequeathed for their respective benefits, such sum or sums, so paid or advanced, shall in that case be accounted in full satisfaction of the share or shares of such child or children respectively, in the said estate and premises; but if such advanced sum or sums shall be less than the share or shares of such child or children respectively, of and in the said premises, &c., then such advanced sum or sums shall be accounted as part only of the share or shares of such child or children therein, and in that case such child or children shall not receive or be entitled to any share or interest of, or in such parts of the said premises, &c., which shall have been paid or advanced to him, her, or them, for the purposes aforesaid, until the other or others of such child or children shall have received as much of the said premises, &c., as shall make his, her, or their share or shares thereof equal to what shall have been so paid or advanced to or for the benefit, advantage, or preferment of such child or children respectively; to the end and intent that the said premises may be equally divided among all such children, share and share alike.

APPOINTMENT OF GUARDIANSHIP.

AND I hereby commit the guardianship of all my children, until they shall respectively attain the age of twenty-one years, unto my said wife, during her life, if she shall so long continue my widow; and from and after her decease, or second marriage, unto my trusty and much-esteemed friend A. B., his executors and assigns: and do hereby declare that the expenses of the maintenance and education of my said children, until they shall attain the age aforesaid, or become entitled to the sum or sums of money hereby provided for their benefits respectively, shall be paid and borne by my said wife, by and out of the moneys and estate given and bequeathed to her in and by this my will.

Devise from a Husband to his Wife of an Estate for Life, in Lieu of Dower, Remainder to his Children as Tenants in Common.

ITEM. I give and devise unto my said wife, all that my said messuage, or tenement, with the appurtenances, situate, &c., with

the lands and hereditaments thereunto belonging, and the rents, issues, and profits thereof, for and during the term of her natural life; and from and after the decease of my said wife, I give and bequeath the said messuage or tenement, lands, and hereditaments, unto such child or children, as I shall leave or have living at the time of my decease, and to their heirs and assigns forever, as tenants in common; and if I shall have no such child or children, &c., then I give and devise, &c., which said legacy given to my said wife as aforesaid, I hereby declare is intended to be, and is so given to her, in full satisfaction and recompense of, and for her dower and thirds, which she may, or can in any wise claim or demand out of my estate.

Item. I give and devise all the rest and residue of my estate both real and personal, (not hereinbefore by me given and be queathed,) unto, &c.

MORTGAGES.

A MORTGAGER is one who makes a mortgage; a MORTGAGEE is one to whom a mortgage is made.

A mortgage is the pledging of an estate for the security of a debt, and becomes void when the debt is paid. Any person owning an interest in, or the whole of an estate, is at liberty to mortgage his or her claim upon or interest in it, provided he or she is not under age. A married woman cannot make a mortgage without the consent of her husband. It frequently happens that embarrassed persons give as many as five mortgages, to as many different persons, on their estates. A first mortgage, however, takes precedence of all subsequent mortgages or conveyances, provided it is recorded. All mortgages must be recorded in the clerk's office of the county in which the property lies.

All mortgages on *personal* property, to be valid, must be recorded in the town clerk's office in which the property lies at the time of the execution of the instrument; they must also be recorded in the town clerk's office of every town to which the property may be removed. When the property is in a city where the county clerk's office is kept, then the mortgage must be recorded in that office. Such mortgages will cease to be valid after the expiration of one year from the recording thereof, unless a true copy of such mortgage, together with a statement of the real interest of the mortgagee in the property, shall, within thirty days of

the expiration of the year, be again filed in the office of the town or county clerk in which the mortgager shall then reside.

When the mortgage is paid, a certificate to that effect from the mortgagee or his legal representatives, duly acknowledged by a commissioner of deeds, must be presented to the clerk of the town or county office in which the mortgage is recorded, who will file it, and the mortgage is at an end.

A mortgage, to secure the purchase-money, made at the time of the purchase, takes precedence of any previous judgment against the mortgager.

A mortgage sometimes conveys to the mortgagee the power to sell, in such cases, the mortgagee may sell the property without the aid of any court. Such sale, however, will not do away with a judgment or mortgage obtained prior to the sale. All such sales must be made at public auction.

Mortgage of Lands by Husband and Wife.

THIS Indenture, made the —— day of ——, in the year of our Lord one thousand eight hundred and ——, between J. J., of the city of New-York, merchant, und A. his wife, of the first part, and C. K., of said city, merchant, of the second part, *witnesseth:* That the said parties of the first part, for and in consideration of the sum of ——, lawful money of the United States, to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, release, convey and confirm, unto the said party of the second part, and to his assigns forever, all that certain lot, &c.; together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, dower, possession, claim, and demand whatsoever, of the said parties of the first part, of, in, and to the same, and every part thereof, with the appurtenances, To have and to hold the said hereby granted premises, with the appurtenances, unto the said party of the second part, his heirs, and assigns, to his and their only proper use, benefit and behoof forever. Provided always, and these presents are upon this condition, that if the said parties of the first part, their heirs, executors, administrators, or assigns, shall pay unto the said party of the second part, his executors, administrators, or assigns, the sum of ——, on or before the —— day of ——, which will be in the year ——, with interest, according to the condition of a bond of the

said J. J., to the said C. K., bearing even date herewith; then these presents shall become void, and the estate hereby granted shall cease and utterly determine. But if default shall be made in the payment of the said sum of money, or the interest, or of any part thereof, at the time hereinbefore specified for the payment thereof, the said parties of the first part, in such case, do hereby authorize and fully empower the said party of the second part, his executors, administrators, and assigns, to sell the said hereby granted premises, at public auction, and convey the same to the purchaser, in fee simple, agreeably to the act in such case made and provided, and out of the moneys arising from such sale, to retain the principle and interest which shall then be due on the said bond, together with all costs and charges, and pay the overplus (if any) to the said J. J., party of the first part, his heirs, executors, administrators, or assigns.

In witness whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in the presence of JOHN SMITH. JOHN JAY, [L. S.] AMELIA JAY, [L. S.]

A Mortgage given for part of the Purchase-Money of Land.

THIS Indenture, made the —— day of ——, in the year of our Lord ——, between A. B., of the city of New-York, merchant, of the first part, and S. B., of the said city, esquire, of the second part, *witnesseth:* That the said party of the first part, for and in consideration of the sum of three thousand dollars, lawful money of the United States, to him in hand paid, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey and confirm, unto the said party of the second part, and to his heirs and assigns forever, all those three certain lots, pieces and parcels of land, situate, lying, and being, &c.; the said three lots of land being part of the premises this day conveyed to the said A. B. by the said S. B. and his wife, and these presents are given to secure the payment of part of the consideration-money of the said premises; together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also, all the estate, right, title, interest, dower, possession, claim, and demand whatsoever, of the said party of the first part, of, in, and to the same, and every part thereof, with the appurtenances. To have and to hold the said hereby granted premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, to his and their only proper use, benefit, and behoof forever. Provided always, and these pre-

sents are upon this condition, that if the said party of the first part, his heirs, executors, administrators, or assigns, shall pay unto the said party of the second part, his executors, administrators, or assigns, the sum of three thousand dollars, lawful money aforesaid, on or before the —— day of —— next, with interest thereon at the rate of six per cent. per annum, payable half-yearly, on the first days of May and November in each year, until the whole principal sum shall be fully paid and satisfied, according to the condition of the bond of the said A. B. to the said S. B., bearing even date herewith, then these presents, and the estate hereby granted, shall cease and be void. And if default shall be made in the payment of the said sum of money, or the interest, or of any part thereof, at the time hereinbefore specified for the payment thereof, the said party of the first part in such case does hereby authorize and fully empower the said party of the second part, his executors, administrators, and assigns, to sell the said hereby granted premises at public auction, and convey the same to the purchaser, in fee simple, according to law, and out of the moneys arising from such sale to retain the principal and interest which shall then be due on the said bond, together with all the costs and charges, and the overplus (if any) pay to the said party of the first part, his heirs, executors, administrators, and assigns. And it is also agreed, by and between the parties to these presents, that until the payment of the said principal and interest moneys in full, it shall be lawful for the party of the second part, his executors, administrators, or assigns, to keep the buildings erected, or to be erected, upon the lands above conveyed, insured against loss or damage by fire, and these presents shall operate to secure the repayment of the premium or premiums paid for effecting or continuing such insurance.

In witness, &c., [*as in Mortgage of Lands by Husband and Wife.*]

Mortgage on Lease.

This Indenture, made the —— day of ——, in the year one thousand eight hundred and ——, between A. B., of the city of New York, of the first part, and C. D. of the second part: Whereas E F. did, by a certain indenture of lease, bearing date the —— day of ——, in the year one thousand eight hundred and ——, demise release, and to farm let, unto G. H., and to his executors, administrators, and assigns, all and singular the premises hereinafter mentioned and described, together with their appurtenances: To have and to hold the same unto the said G. H., and to his executors, administrators, and assigns, for and during and until the full end and term of —— years, from the —— day of ——, in the year ——, and fully to be complete and ended, yielding and paying therefor unto the said E. F., and to his executors or assigns, the yearly rent or sum of ——, which said indenture of lease and term of years

therein mentioned and demised, have been duly assigned to the said A. B. And, whereas, the said party of the first part is justly indebted to the said party of the second part, in the sum of —— dollars, lawful money of the United States of America, secured to be paid by his certain bond or obligation, bearing even date with these presents in the penal sum of —— dollars, lawful money as aforesaid, conditioned for the payment of the said first-mentioned sum, with interest, as by the said bond or obligation and the condition thereof, reference being thereunto had, may more fully appear. Now this indenture witnesseth, that the said party of the first part, for the better securing the payment of the said sum of money, mentioned in the condition of the said bond or obligation with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar, to him in hand paid, by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign, transfer, and set over, unto the said party of the second part, all, &c., together with all and singular the edifices, buildings, rights, members, privileges, and appurtenances thereunto belonging, or in any wise appertaining; and also all the estate, right, title, interest, term of years yet to come and unexpired, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part of, in, and to the said demised premises, and every part and parcel thereof, with the appurtenances; and also the said indenture of lease, and every clause, article, and condition therein expressed and contained: To have and to hold the said indenture of lease, and other hereby granted premises, unto the said party of the second part, his executors, administrators, and assigns, to his and their only proper use, benefit, and behoof, for and during all the rest, residue, and remainder of the said term of years yet to come and unexpired; subject, nevertheless, to the rents, covenants, conditions, and provisions in the said indenture of lease mentioned. Provided always, and these presents are upon this express condition, that if the said party of the first part shall well and truly pay unto the said party of the second part the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then and from thenceforth these presents, and the estate hereby granted, shall cease, determine, and be utterly null and void, any thing hereinbefore contained to the contrary in any wise notwithstanding. And the said party of the first part doth hereby covenant, grant, promiso, and agree, to and with the said party of the second part that he shall well and truly pay unto the said party of the second part the said sum of

money mentioned in the condition of the said bond or obligation and the interest thereon, according to the condition of the said bond or obligation. And that the said premises hereby conveyed now are free and clear of all incumbrances whatsoever, and that he hath good right and lawful authority to convey the same in manner and form hereby conveyed. And if default shall be made in the payment of the said sum of money above mentioned, or in the interest that shall accrue thereon, or of any part of either, that then and from thenceforth it shall be lawful for the said party of the second part, and his assigns, to sell, transfer, and set over, all the rest, residue, and remainder of the said term of years then yet to come, and all other the right, title, and interest of the said party of the first part, of, in, and to the same, at public auction, according to the act in such case made and provided: and as the attorney of the said party of the first part, for that purpose by these presents duly authorized, constituted, and appointed, to make, seal, execute, and deliver to the purchaser or purchasers thereof, a good and sufficient assignment, transfer, or other conveyance in the law, for the same premises, with the appurtenances; and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the same premises, rendering the overplus of the purchase-money (if any there shall be) unto the said party of the first part, or his assigns; which sale, so to be made, shall be a perpetual bar, both in law and equity, against the said party of the first part, and against all persons claiming or to claim the premises, or any part thereof, by, from, or under him, them, or any of them.

In witness, &c., [*as in Mortgage of Lands by Husband and Wife.*]

Mortgage on Goods or Chattels.

To all to whom these presents shall come: Know ye, that I, A. B. of ——, party of the first part, for securing the payment of the money hereinafter mentioned, and in consideration of the sum of one dollar to me duly paid by C. D. of ——, of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, and sell unto the said party of the second part, two bay horses, and all other goods and chattels mentioned in the schedule hereunto annexed, and now in the possession of ——: to have and to hold all and singular the goods and chattels above bargained and sold, or intended so to be, unto the said party of the second part, his executors, administrators, and assigns, forever. And I, the said party of the first part, for myself, my heirs, executors, and administrators, all and singular the said goods and chattels above bargained and sold unto the said party of the second part, his heirs, executors, administrators, and assigns,

against me, the said party of the first part, and against all and every person or persons whomsoever, shall and will warrant and for ever defend; upon condition, that if I, the said party of the first part, shall and do well and truly pay unto the said party of the second part, his executors, administrators, or assigns, the full sum of —— dollars, on the —— day of —— next, according to the tenor and effect of a certain promissory note, bearing even date herewith, made by me in favor of the said C. D., then these presents shall be void. And I, the said party of the first part, for myself, my executors, administrators, and assigns, do covenant and agree, to and with the said party of the second part, his executors, administrators, and assigns, that in case default shall be made in the payment of the said sum above mentioned, then it shall and may be lawful for, and I, the said party of the first part, do hereby authorize and empower the said party of the second part, his executors, administrators, and assigns, with the aid and assistance of any person or persons, to enter my dwelling-house, store, and other premises, and such other place or places as the said goods or chattels, are, or may be placed, and take and carry away the said goods and chattels, and to sell and dispose of the same for the best price they can obtain; and out of the money arising therefrom, to retain and pay the said sum above mentioned, and all charges touching the same, rendering the overplus (if any) unto me, or to my executors, administrators, or assigns. And until default be made in the payment of the said sum of money I am to remain and continue in the quiet and peaceable possession of the said goods and chattels, and the full and free enjoyment of the same.

In witness, &c., [*as in Mortgage of Lands by Husband and Wife.*]

Mortgage for securing the Payment of Money due on a Bond.

This Indenture, made the twentieth day of April, in the year of our Lord one thousand eight hundred and sixty, between A. B., of ——, in the county of ——, yeoman, of the one part, and C. D., of the city of ——, merchant, of the other part. Whereas, the said A. B., in and by a certain obligation, or writing obligatory, under his hand and seal, bearing even date herewith, stands bound unto the said C. D. in the sum of one thousand dollars, conditioned for the payment of five hundred dollars, on the twentieth day of July next ensuing the date hereof, with lawful interest for the same, as in and by the said recited obligation and condition thereof, relation being thereunto had, more fully and at large appears;—

Now, this Indenture *witnesseth*, That the said A. B., as well for and in consideration of the aforesaid debt or sum of five hundred dollars, and for the better securing the payment thereof, with its interest, unto the said C. D., his executors, administrators, and

assigns, in discharge of the said recited obligation, as of the further sum of one dollar, to him in hand paid by the said C. D., at and before the sealing and delivery hereof, (the receipt whereof is hereby acknowledged,) hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm, unto the said C. D., his heirs and assigns, all that messuage, &c., together with all and singular the buildings, improvements, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining; and the reversions and remainders, rents, issues, and profits thereof.

To have and to hold the said messuage, &c., hereditaments and premises hereby granted or mentioned, or intended so to be, with the appurtenances, unto the said C. D., his heirs and assigns, to the only proper use and behoof of the said C. D., his heirs and assigns, forever.

Provided always, nevertheless, that if the said A. B., his heirs, executors, or administrators, shall and do well and truly pay, or cause to be paid, unto the said C. D., his executors, administrators, or assigns, the aforesaid debt or sum of five hundred dollars, on the day and time hereinbefore mentioned and appointed for payment thereof, with lawful interest for the same, according to the condition of the said recited obligation, without any fraud or further delay, and without any deduction, defalcation, or abatement, to be made of anything for or in respect of any taxes, charges, or assessments whatsoever; then and from thenceforth, as well this present Indenture, and the estate hereby granted, as the said recited obligation, shall cease, determine, and become absolutely null and void, to all intents and purposes, anything hereinbefore contained to the contrary in any wise notwithstanding.

In witness, &c., [*as in Mortgage of Lands by Husband and Wife.*]

Either of the following covenants may be inserted in any of the foregoing mortgages, if they should be considered necessary to strengthen the hold upon the property, or otherwise:

A COVENANT THAT MORTGAGER HATH RIGHT TO CONVEY.

And also that he, the said S. R., now hath in himself good right and full power to give, grant, sell, and convey the premises hereinbefore granted, unto and to the use of the said W. J., his heirs and assigns, in manner aforesaid, according to the intent of these presents

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A COVENANT TO PAY TAXES, ETC.

And that he, the said N. P., his heirs, executors, or administrators, shall and will, from time to time, and at all times hereafter

until the said sum of —— shall be fully paid and satisfied to the said J. E., as aforesaid, pay and discharge all, and all manner of taxes, rates, and assessments, which shall be laid, taxed, rated, or assessed thereupon, or upon any part thereof, or upon the said J. E., his executors, administrators, or assigns, for or in respect thereof, or any part thereof, by the authority of [the Congress of the United States of America, of the General Court of the Commonwealth of Massachusetts,] and also save harmless and keep indemnified the said J. E., his executors, &c., of and from all actions, suits, penalties, forfeitures, costs, charges, and damages, which shall or may be brought, commenced, incurred, forfeited, arise or happen, for or by reason of the non-payment of such taxes, rates, or assessments, in any wise however.

A COVENANT THAT UNTIL DEFAULT BE MADE, THE MORTGAGER SHALL HAVE THE RIGHT TO SELL.

And provided also, that until default by the said A. B., of and in the performance of the condition of defeasance aforesaid, or of some part thereof, it shall and may be lawful for the said A. B., his executors, administrators, or assigns, to retain possession of the said goods, wares, and merchandise, and the said furniture, using and making sales thereof from time to time, in the usual course and manner of trade,and applying the proceeds of such sales to the payment of the several notes aforesaid, or accounting for and paying over such proceeds to the said C. D., his executors or administrators; but if the said goods, wares, and merchandise, or furniture, or any part thereof, shall be attached by any other creditor or creditors of the said A. B., before the said C. D. is discharged from all the liabilities aforesaid, then it shall and may be lawful for the said C. D., his executors, &c., to take immediate possession of the same to his and their own use.

Satisfaction of Mortgage.

County of ———, *ss.*

I, C. D., of ——, do hereby certify that a mortgage, bearing date the —— day of ——, one thousand eight hundred and ——, made and executed by A. B. and C. B. his wife, to secure the payment of his bond for —— dollars, with interest, bearing even date with said mortgage, recorded in the office of the clerk of the county of ——, in lib.— of mortgages, page —, on the —— day of ——, 1860, is paid.

Dated the —— day of ——, 1860. C. D.

County of ———, *ss.*

On the —— day of ——, one thousand eight hundred and sixty, before me came C. D., to me known to be the individual de

scribed in, and who executed the above certificate, and acknowledged that he executed the same.

L. B., Commissioner of Deeds.

Notice of Sale, on Foreclosure of Mortgage by Advertisement.

MORTGAGE SALE.

Default has been made in the payment of the sum of —— dollars and —— cents, which is claimed to be due at the date of this notice, on a certain mortgage bearing date the —— day of ——, 18—, executed by A. B. and Mary, his wife, of the town of ——, in the county of ——, and State of ——, to C. D., of the same place, [*or, as the fact may be,*] and recorded in the office of the Clerk of the county of ——, in book number 75 of mortgages, page 300, &c., on the —— day of ——, A. D., 18—, at twelve o'clock, meridian: [*If the mortgage is foreclosed by an assignee, insert here:* which said mortgage has been duly assigned to the subscriber:]

Now, therefore, notice is hereby given, that, in pursuance of a power of sale contained in said mortgage, and of the statute in such case made and provided, the premises described in and covered by said mortgage, to wit: "all, &c., [*give description of the premises;*] will be sold at public auction, at the court house, [*or,* at the house of O. P.] in the city [*or,* town] of——, in the county of ——, on the —— day of —— next, at ten o'clock in the forenoon.

Dated the —— day of ——, 18—. [*The date should be that of the first publication of the notice.*]

C. D., Mortgagee,
[*or,* Assignee.]

Affidavit of Publication of the Notice.

State of New-York, }
—— County, } ss.

[*Attach here a printed copy of the notice of sale.*]

E. F., of said county, being duly sworn, says, that he is, and, during the whole time hereinafter mentioned, has been, the publisher and proprietor, [*or,* foreman,* in the publishing office.] of the —— Gazette, a newspaper printed and published in the county of ——, aforesaid; and that the annexed printed notice of sale was inserted and published in the said newspaper twelve weeks, successively, at least once in each week; the said publication commencing on the

* The affidavit of publication may also be made by the principal clerk of the publisher.

—— day of ——, 18—, and terminating on the —— day of —— 18—. E. F.

Sworn to before me, this ——— day of ——, 18—. G. H., Justice of the Peace.

Affidavit of Affixing Notice of Sale on the Outward Door of the Court House.*

State of New-York, ——— County, } ss.

[*Attach here a printed copy of the notice of sale.*]

C. D., of said county, being duly sworn, says, that on the —— day of ——, 18—, he affixed a notice of which the annexed printed notice is a just and true copy, on the outward door of the building where the county courts are directed to be held in the county of ——, aforesaid.

Sworn, &c., [*as in Affidavit of Publication of Notice.*]

Affidavit of Serving copy of Notice of Sale, on Person having a Lien or Incumbrance.

State of New-York, ——— County, } ss.

[*Attach here a printed copy of the notice of sale.*]

M. B., of said county, being duly sworn, says, that on the —— day of ——, 18—, he did personally serve A. B., E. F., and G. H., &c., with a notice of sale of which the annexed printed notice is a copy, by delivering a just and true copy of said notice to each of them individually; [*or*, he did serve A. B., with a notice of sale, of which the annexed printed notice is a true copy, by delivering a just and true copy of said notice to the wife, (*or*, daughter, aged eighteen years, or thereabouts,) of the said A. B., at his dwelling house, he being at the time absent therefrom; *or*, he did serve A. B., &c., &c., with a notice of sale, of which the annexed printed notice is a copy, by depositing a just and true copy of said notice in the post office in ——, properly folded and directed to each one of them, at his place of residence.] M. B.

Sworn, &c., [*as in Affidavit of Publication of Notice.*]

* Where the printer or the person serving the notice of sale, affixes the notice, the substance of this affidavit may be incorporated in the affidavit of publication or of service.

Affidavit of the Auctioneer.*

State of New-York, } ss.
—— County, }

G. H., of said county, being duly sworn, says, that he sold the premises described in the annexed printed notice at public auction, at the time and the place of sale therein mentioned, to wit: on the —— day of ——, 18—, at ten o'clock in the forenoon, at the court house, [*or*, house of O. P.] in the city [*or*, town] of ——, in the county of ——, aforesaid; and that C. D. then and there purchased the same, for the price of —— dollars; he being the highest bidder, and that being the highest sum bidden for the same.

[*Attach here a printed copy of the notice of sale.*]

And this deponent further saith, that said sale was made in the day time, and, in all respects honestly, fairly, and legally conducted, according to his best knowledge and belief; and, also, that the said C. D. purchased the said premises fairly, and in good faith, as he verily believes. G. H.

Sworn, &c., [*as in Affidavit of Publication of Notice.*]

Notice to accompany Copy of Notice of Sale served on Parties having any Lien or Incumbrance on the Mortgaged Premises.

Sir: Take notice, that the above is a copy of a notice that the mortgage therein mentioned will be foreclosed by a sale of the mortgaged premises, pursuant to the statute in such case made and provided, at the time and place therein specified.

Dated ——, the —— day of ——, 18—.

C. D., Mortgager,
[*or*, Assignee.]

Sheriff's Deed on Foreclosure.

THIS Indenture, made, &c., between A. P., Esquire, Sheriff of the county of ——, in the State of New-York, of the first part, and C. D., of, &c., of the second part: Whereas, in and by a certain decree, made at a County Court held at the town of ——, in and for said county, before J. P. H., Esquire, County Judge, on the —— day of ——, one thousand eight hundred and ——, in a certain cause there pending in the said court, between E. B., complainant, and A. B., C. B., and D. B., defendants, it was, among other things, ordered, adjudged and decreed, that all and singular the mortgaged premises mentioned in the complaint in said cause, and in said decree described, or so much thereof as might be sufficient to raise the amount due to the complainant, for principal, interest, and

* The party foreclosing the mortgage may act as auctioneer, if he chooses to do so.

costs, in said cause, and which might be sold separately, without material injury to the parties interested, be sold at public auction, according to the course and practice of this court, and under the direction of the said Sheriff, party of the first part; that the said sale be made on the —— day of ——, then next, at —— o'clock in the forenoon of that day, at the court house in the town of ——, in the county of ——, aforesaid: that the said Sheriff give public notice of the time and place of such sale, according to the course and practice of said court, and that any of the parties in said cause might become a purchaser, or purchasers, on such sale: that the said Sheriff execute to the purchaser, or purchasers, of the said mortgaged premises, or such part or parts thereof as should be sold, a good and sufficient deed or deeds of conveyance, for the same; and whereas the said Sheriff, in pursuance of the order and decree of the said court, did, on the said —— day of ——, A. D., 18—, sell at public auction, at the court house in the town of ——, aforesaid, the premises in the said order mentioned, due notice of the time and place of such sale being first given, agreeably to the said order; at which sale, the premises hereinafter described were struck off to the said party of the second part, for the sum of —— dollars, that being the highest sum bidden for the same. Now this indenture witnesseth: That the said Sheriff, in order to carry into effect the sale so made by him, as aforesaid, in pursuance of the said decree of the said court, and in conformity to the statute in such case made and provided, and also in consideration of the premises, and of the said sum of money so bidden, as aforesaid, being first duly paid to him by the said party of the second part, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell and convey, unto the said party of the second part, his heirs and assigns, forever, all [*description:*] To have and to hold all and singular the premises above mentioned and described, and hereby conveyed, or intended to be, unto the said party of the second part, his heirs and assigns, to his and their own proper use, benefit and behoof, forever.

In witness whereof, the said Sheriff has hereunto set his hand and seal, the day and year first above written.

Sealed and delivered in presence, of J. D. — A. B., Sheriff.

NATURALIZATION.

Any adult foreigner, whose native country is at peace with the United States, may become a naturalized citizen on the following conditions: 1st, Provided, after three years' residence in the Uni

ted States he shall declare his intention to that effect (see Declaration of Intention); 2d, Provided he shall have resided one year within the State where the court is held to which he makes his application; 3d, Provided he shall have sustained a good moral character up to the time of his admission; 4th, Provided he shall have satisfied the Court, and declare on oath (see *Oath of Alien*) that during the three years prior to his application, it was his real intention to become a citizen, and to uphold the laws and Constitution of the United States. In becoming a citizen he must renounce all allegiance forever to his native country, and also every title or order of nobility, if he have any.

Should an alien die after having declared his intention, his widow and children may become citizens by taking the oath which the alien himself would have taken.

The children of duly naturalized persons, if minors at the time and residing in the United States, shall be deemed citizens, without taking out papers to that effect.

Any foreigner who has resided in the United States prior to 1812, and has since continued to reside therein, may dispense with the declaration of intention; as may also any applicant who has resided within the boundaries of the United States three years previous to his majority. Two years after declaring his intention, the applicant, if he shall have complied with the conditions described in the first paragraph of this article, is entitled to his certificate of citizenship. The application may be made to any Circuit or District Court of the United States.

Naturalization Papers.

DECLARATION OF INTENTION.

I, A. B., do declare, on oath, that it is *bona fide* my intention to become a citizen of the United States, and to renounce forever all allegiance and fidelity to all and any foreign prince, potentate, state, and sovereignty whatever; and particularly to Victoria, queen of the united kingdom of Great Britain and Ireland.

Sworn in open court, this ——— day of ———, 18—. } A. B.

I, L. T., clerk of the ——— court of ———, do certify that the above is a true copy of the original declaration of intention of A. B. to

become a citizen of the United States, remaining of record in my office.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of the said court, the —— day of ——, one thousand eight hundred and ——. L. T.

[L. S.]

Oath of Alien.

UNITED STATES OF AMERICA.

STATE OF NEW-YORK, } ss.
COUNTY OF ——, }

A. B., being duly sworn, doth depose and say, that he is a resident in the State of New York, and intends always to reside in the United States, and to become a citizen thereof as soon as he can be naturalized, and that he has taken such incipient measures as the laws of the United States require, to enable him to obtain naturalization.

Sworn before me, the —— day of ——, 18—.

J. S., Clerk of the U. S. District Court.

Certificate of Citizenship.

BE it remembered, That on the —— day of ——, in the year of our Lord one thousand eight hundred and ——, A. B., late of Liverpool, England, at present of the city of ——, in the State of ——, appeared in the —— court of ——, (the said court being a court of record, having common-law jurisdiction, and a clerk and seal,) and applied to the said court to be admitted to become a citizen of the United States of America, pursuant to the directions of the act of Congress of the United States of America, entitled, "An act to establish an uniform rule of naturalization, and to repeal the acts heretofore passed on that subject;" and also to an act entitled "An act in addition to an act, entitled 'An act to establish an uniform rule of naturalization, and to repeal the acts heretofore passed on that subject;'" and also to the "Act relative to evidence in cases of naturalization," passed 22d March, 1816; and also to an act entitled "An act in further addition to an act to establish an uniform rule of naturalization, and to repeal the acts heretofore passed on that subject," passed May 26th, 1824. And the said A. B. having thereupon produced to the court such evidence, made such declaration and renunciation, and taken such oath, as are by the said acts required:

Thereupon it was ordered by the said court, that the said A. B. be admitted, and he was accordingly admitted by the said court, to be a citizen of the United States of America.

In testimony whereof, the seal of the said court is hereunto affixed this —— day of ——, in the year one thousand eight hundred and ——, and in the —— year of our independence.
[L. S.]
Per curiam, L. T., Clerk.

POWERS OF ATTORNEY.

An attorney is one who is specially appointed to do anything for another. His authority may be limited or extensive, and general or particular, as the persons appointing him shall see fit. Any man may grant his own right or power to perform a thing to another.

An attorney, however, cannot, without permission from his principal, delegate his authority to a substitute. An alien, a minor, or a married woman, may act as an attorney.

The authority to act as an attorney should be in due form and under seal. The attorney must act according to his instructions; and whatever be undertaken, should be undertaken in the name of the party from whom he has received his authority.

Form of a Power of Attorney to sell and Lease Lands.

Know all men by these presents, that I, A. B., of the city of New York, merchant, have made, constituted, and appointed, and by these presents do make, constitute, and appoint C. D., of ——, attorney at law, my true and lawful attorney, for me, and in my name, place, and stead, to enter into and take possession of all such messuages, lands, tenements, hereditaments, and real estate whatsoever, in the State of New York, whereof I am or may be in any way entitled or interested; and to grant, bargain, and sell the same, or any part or parcel thereof, for such sum or price, and on such terms, as to him shall seem meet; and for me and in my name to make, execute, acknowledge, and deliver good and sufficient deeds and conveyances for the same, either with or without covenants and warranty; and, until the sale thereof, to let and demise the said real estate for the best rent that can be procured for the same; and to ask, demand, recover, and receive, all sums of money which shall become due and owing to me by means of such bargain, sale, or lease; and to take all lawful ways and means for the recovery thereof, to compound and agree for the same, and execute and deliver sufficient discharges and acquittances therefor, with power of substitution and revocation, giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be

done in and about the premises, as fully, to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue thereof.

In witness whereof, I have hereunto set my hand and seal, the —— day of ——, in the year one thousand eight hundred and sixty.

Sealed and delivered in presence of } A. B. [L. S.]
J. S.

CERTIFICATE OF ACKNOWLEDGMENT TO BE ENDORSED.

UNITED STATES OF AMERICA, } ss.
CITY AND COUNTY OF NEW-YORK, }

Be it known, that on the —— day of ——, one thousand eight hundred and sixty, before me, A. P., a commissioner of deeds, in and for the city and county of New-York, duly commissioned and sworn, personally came A. B., to me known to be the individual described in and who executed the foregoing power of attorney, and acknowledged the same to be his act and deed.

A. P., Commissioner of Deeds for the City of New-York.

CERTIFICATE OF COUNTY CLERK, TO BE ALSO ENDORSED WHEN THE POWER IS TO BE RECORDED IN ANOTHER COUNTY.

STATE OF NEW-YORK, } ss.
COUNTY OF ——, }

I, T. J., clerk of the county aforesaid, do hereby certify, that A. P., whose name is subscribed to the certificate of the acknowledgment of the annexed power of attorney, and endorsed thereon, was, on the day of the date of the said certificate, a commissioner of deeds in and for the said county, residing in the said county, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of the said A. P., and verily believe that the signature to the said certificate of acknowledgment is genuine.

[L. S.] In testimony whereof, I have hereunto set my hand, and affixed the seal of the said county, the —— day of ——.

T. J., Clerk.

Power of Attorney to Collect Debts.

KNOW all men by these presents, that I, L. M., of ——, have constituted, made, and appointed, and by these presents do constitute, make, and appoint N. O., of ——, to be my true and lawful

attorney, for me and in my name and stead, and to my use, to ask, demand, sue for, levy, recover, and receive, all such sum and sums of money, debts, rents, goods, wares, dues, accounts, and other demands whatsoever, which are or shall be due, owing, payable, and belonging to me, or detained from me, in any manner of ways or means whatsoever, by I. K., his heirs, executors, and administrators, or any of them, giving and granting unto my said attorney, by these presents, my full and whole power, strength, and authority, in and about the premises, to have, sue, and take all lawful ways and means, in my name, for the recovery thereof; and upon the receipt of any such debts, dues, or sums of money aforesaid, acquittances, or other sufficient discharges, for me and in my name to make, seal, and deliver; and generally all and every other act and acts, thing and things, device and devices, in the law whatsoever, needful and necessary to be done in and about the premises, for me and in my name to do, execute, and perform, as largely and amply, to all intents and purposes, as I might or could do, if personally present, or as the matter required more special authority than is herein given; and attorneys one or more under him, for the purpose aforesaid, to make and constitute, and again at pleasure to revoke; ratifying, allowing, and holding, for firm and effectual, all and whatsoever my said attorney shall lawfully do in and about the premises, by virtue hereof.

In witness, &c., [*as in Power of Attorney to Sell and Lease Lands.*]

General Custom-House Power.

Know all men by these presents, that we, A. B. and C. D., of the city of ——, merchants, have made, constituted, and appointed, and by these presents do make, constitute, and appoint E. F., of said city, custom-house broker, our true and lawful attorney, for us and in our name to receive and enter, at the custom-house of the district of ——, any goods, wares, or merchandise, imported by us, or which may hereafter arrive, consigned to us, to sign our names, to seal and deliver for us, and as our act and deed, any bond or bonds which may be required by the collector of the said district, for securing the duties on any such goods, wares, or merchandise; also, to sign our names to, seal, and deliver for us, and as our act and deed, any bond or bonds requisite for obtaining the debenture on any goods, wares, or merchandise, when exported, and generally to transact all business at the said custom-house, in which we are, or may hereafter be interested or concerned, as fully as we could if personally present. And we hereby declare, that all bonds signed and executed by our said attorney, shall be as obligatory on us as though signed by us, and this power shall remain in full force until revoked by written notice given to said collector.

In witness whereof, we have hereunto set our hands and seals, this —— day of ——, in the year of our Lord one thousand eight hundred and ——.

Sealed and delivered in presence of J. S.

A. B. [L. S.]
C. D. [L. S.]

STATE OF NEW-YORK, }
COUNTY of ——, } ss.

Be it known, that on the —— day of ——, one thousand eight hundred and sixty, personally appeared A. B. and C. D., to me known to be the persons described in, and who executed the foregoing power of attorney, and acknowledged before me the same to be their free act and deed.

[L. S.] In witness whereof, I have hereunto set my hand, and seal of office, the day and year last above written.

D. E., Notary Public.

Special Custom-House Power.

KNOW all men by these presents, that I, A. B., of the city of ——, merchant, have made, constituted, and appointed, and by these presents do make, constitute, and appoint D. E., of said city, merchant, my true and lawful attorney, for me and in my name to receive and enter, at the custom-house of the district of ——, any goods, wares, or merchandise, imported by, or consigned to me, in the ship Queen of the West, now on her voyage from Liverpool to New-York, and to sign my name to, seal, and deliver, for me, and as my act and deed, any bond or bonds which may be required by the collector of said district, for securing the duties on any such goods, wares, or merchandise; also, to sign my name to, seal, and deliver for me, and as my act and deed, any bond or bonds requisite for obtaining the debenture on any such goods, wares, or merchandise, when exported for me, and generally to transact all business at the said custom-house, (in reference to this importation,) as fully as I could, if personally present. And I hereby declare, that all bonds signed and executed by my said attorney shall be as obligatory on me as those signed by myself.

In witness, &c., [*as in General Custom-House power.*]

Power to receive the Rents of an Estate.

KNOW all men by these presents, that I, A. B., of ——, have made, constituted, and appointed, and by these presents do make, constitute, and appoint C. D., of, &c., my true and lawful attorney, for

me, and in my name, and for my use to ask, demand and receive all such rents, and arrears of rent, which now are, or hereafter shall grow due or owing to me from E. F., G. H., I. K., or any of them, as tenants or occupiers of any lands, tenements, or hereditaments belonging to, or claimed by me, situate at ——, or which may be due from, or payable by any other person or persons whomsoever, as tenants, occupiers, or lessees, or assignees of any term or terms of such lands, tenements, or hereditaments, or any of them, or any part or parcel of them; and upon receipt thereof to give proper acquittances, and sufficient discharges thereof; and in default of payment thereof, or any part thereof, to my said attorney, I do hereby authorize and empower him, my said attorney, for me, and in my name, into and upon the said messuages and premises to enter and distrain, and the distress and distresses there found and taken, to dispose of according to law, for the speedy recovery and obtaining my said rent, and arrears of rent; or otherwise to proceed by a suit or suits at law, for the recovery thereof, as by him my said attorney shall be thought fit: hereby ratifying, &c.

In witness, &c., [*as in Power of Attorney to Sell and Lease Lands.*]

Power to receive a Legacy.

Know all men by these presents, that whereas A. B., late of ——, deceased, by his last will and testament did give and bequeath unto me, C. D., of ——, a legacy of ——, to be paid unto me on ——, of which said will E. F., of ——, and G. H., of ——, are joint executors, as in and by the said will may appear: now know ye, that I, the said C. D., have made, ordained, constituted, and appointed J. K., of ——, my true and lawful attorney, for me and in my name, and for my use and benefit, to ask, demand, and receive, of and from the said E. F. and G. H., the legacy given and bequeathed unto me, the said C. D., by the said will of the said A. B., as aforesaid; and upon receipt thereof, by, or payment thereof to, my said attorney, a general release or discharge for the same to make, execute and deliver; hereby ratifying, confirming, and allowing whatsoever my said attorney shall lawfully do in the premises.

In witness, &c., [*as in Power of Attorney to Sell and Lease Lands.*]

Power of Attorney from Several Creditors

OF A PERSON DECEASED, TO BRING ACTIONS, ETC., AND AN APPOINTMENT OF A CASHIER FOR RAISING AND PAYING MONEY TO DEFRAY THE EXPENSES.

Whereas, A. B., late of, &c., deceased, died indebted to us whose names are hereunder subscribed, and to several other persons, by bond, bill, note, or otherwise: Know all men by these pre-

sents, that we, the said creditors, do hereby authorize, order, appoint, and empower I. T., of, &c., to be our attorney, agent, and lawful solicitor, and for us, and in our names, and on our behalf, to exhibit or prosecute one or more bills in the court of chancery, against such person or persons as he shall be advised, for an equitable discovery and account of the estate and effects of the said A. B., which is, or are, or shall or may be liable to the payment of our said debts; and also in our name, and on our behalf, to commence or prosecute any action or actions, suit or suits, in law or equity, or otherwise, as he, the said I. T., shall be advised, against any person or persons whomsoever, who hath or have possessed, or shall possess himself or themselves of such estate and effects of the said A. B., in order to the recovery of the said debts: for the doing of which this shall be a sufficient warrant to the said I. T. And in order for the carrying on, and effectually prosecuting such suit or suits, action or actions, we, the said creditors, do hereby nominate, constitute, and appoint W. W., of, &c., one of the said creditors, cashier in that behalf, and do hereby also promise and agree to and with the said W. W., that on his giving ten days' notice in writing to each of us, we will from time to time advance, pay, and contribute to the said W. W., each of us in proportion to the amount of our respective demands, such sum and sums of money, at such times and places as he shall by such notice in writing appoint, as may be necessary for defraying all lawful and reasonable costs and charges of such suit or suits, action or actions, or which may arise by reason of the premises.

In witness, &c., [*as in Power of Attorney to Sell and Lease Lands.*]

Power of Substitution.

Know all men by these presents, that I, C. D., of ——, by virtue of the power and authority to me given, in and by the letter of attorney of A. B., of the city of ——, which is hereunto annexed, do make, substitute, and appoint C. F., of ——, to ask, demand, and receive, of and from G. H., executor of the last will and testament of L. M., deceased, the legacy bequeathed to the said A. B. by the said L. M., as well for me as the true and lawful attorney and substitute of the said constituent named in the said letter of attorney, to do, execute, and perform all and everything requisite and necessary to be done, as fully, to all intents and purposes, as the said constituent or myself could do, if personally present; hereby ratifying and confirming all that the said attorney and substitute hereby made shall do in the premises, by virtue hereof, and of the said letter of attorney.

In witness, &c., [*as in General Custom-House Power.*]

This form must be acknowledged before a Notary Public, same as in *General Custom-House Power.*

Revocation of a Power of Attorney.

Know all men by these presents, that whereas I, A. B., of ——, in and by my letter of attorney, bearing date the —— day of ——, in the year one thousand eight hundred and ——, did make, constitute, and appoint C. D., of ——, my attorney, to recover and receive all debts and sums of money due to me from E. F., of ——, as by the aforesaid letter of attorney may more fully and at large appear.

Now know ye, that I, the said A. B., have revoked, countermanded, annulled, and made void, and by these presents do revoke, countermand, annul, and make void, the said letter of attorney above mentioned, and all power and authority thereby given, or intended to be given to the said C. D.

In witness, &c., [*as in General Custom-House Power.*]

This form must be acknowledged by a Notary Public, same as in *General Custom-House Power.*

Stock Power.

Know all men by these presents, that I, A. B., of ——, do hereby make, constitute, and appoint C. D., of ——, my true and lawful attorney, for me and in my name to sell, transfer, and assign —— shares of capital stock, standing in my name on the books of the Mechanics' Bank in the city of ——, with power also an attorney or attorneys under him for that purpose to make and substitute, with like power, and to do all lawful acts requisite for effecting the premises; hereby ratifying and confirming all that my said attorney or his substitute or substitutes shall do therein by virtue of these presents.

In witness, &c., [*as in General Custom-House Power.*]

Transfer of Stock.

Know all men by these presents, that I, C. D., of ——, for value received, have bargained, sold, assigned, and transferred, and by these presents do bargain, sell, assign, and transfer, unto E. F., —— shares of capital stock, standing in my name on the books of the Mechanics' Bank in the city of ——, and do hereby constitute and appoint A. B., of ——, my true and lawful attorney, irrevocable for me and in my name and stead, but to his use, to sell assign, transfer, and set over all or any part of the said stock, and for that purpose to make and execute all necessary acts of assignment and transfer, and one or more persons to substitute with like full power; hereby ratifying and confirming all that my said attorney, or his substitute or substitutes, shall lawfully do by virtue hereof.

In witness, &c., [*as in General Custom-House Power.*]

Power to Receive Dividend.

KNOW all men by these presents, that I, A. B., of ——, do authorize, constitute, and appoint C. D. to receive from the cashier of the Mechanics' Bank of ——, the dividend now due to me on all stock standing to my name on the books of the said company, and receipt for the same; hereby ratifying and confirming all that may lawfully be done in the premises by virtue hereof.

In witness, &c., [*as in General Custom-House Power.*]

RELEASES.

ALL releases must be accompanied with a seal.

Every release must be founded on some consideration; otherwise fraud will be presumed.

Where a party has a cause of action against more than one, either for money or injury, for which all are responsible, a release to one is understood to be a release to all.

General Release of all Demands.

KNOW all men by these presents, that I, A. B., of, &c., for and in consideration of the sum of ——, to me paid by C. D., of, &c., (the receipt whereof I do hereby acknowledge,) have remised, released, and forever discharged, and I do hereby, for myself, my heirs, executors, administrators, and assigns, remise, release, and forever discharge the said C. D., his heirs, executors, and administrators, of and from all debts, demands, actions, and causes of action, which I now have, in law or equity, or which may result from the existing state of things, from any and all contracts, liabilities, doings, and omissions, from the beginning of the world to this day.

In testimony whereof, I have hereunto set my hand and seal, this sixteenth day of May, eighteen hundred and sixty.

ABEL BUTLER. [L. S.]

Mutual General Release by Indenture.

THIS Indenture, made this —— day of ——, between A. B., of, &c., of the one part, and C. D., of, &c., of the other part, *witnesseth*: That, on the day of the date hereof, the said A. B. and C. D. have each paid to the other the sum of five dollars; and each of them has cancelled and delivered up to the other certain covenants, bonds, notes of hand, and written contracts, upon which each of the parties claimed, and pretended to have divers claims and demands on the other: the said claims and contracts, so cancelled and delivered up, being supposed and intended to be all the claims

and evidence of claim by each of the parties hereto on the other And in consideration thereof, each of them, the said A. B. and C. D., does hereby, for himself and his legal representatives, release, and absolutely and forever discharge the other, of and from all claims and demands, actions, causes of action, of every name and nature, so that neither of them shall have any claim on the other, directly or indirectly, on any contract, or supposed liability, or thing undertaken, done, or omitted to be done, from the beginning of the world to this day.

In testimony, &c., [*as in General Release of all Demands.*]

Release to a Guardian.

Know all men, &c., that A. B., &c., son and heir of B. B., deceased, hath remised, released, and forever quit-claimed, and by these presents doth remise, &c., unto C. D., of ——, his guardian, all and all manner of action and actions, suits, reckonings, accounts, debts, dues, and demands whatsoever, which he, the said A. B., ever had, now hath, or which he, his executors or administrators, at any time hereafter, can or may have, claim, or demand, against the said C. D., his executors or administrators, for, touching, and concerning the management and disposition of any of the lands, tenements, and hereditaments of the said A. B., situate, &c., or any part thereof, or for, or by reason of, any moneys, rents, or profits, by him received out of the same, or any payments made thereout, during the minority of the said A. B., or by reason of any matter, cause, or thing whatsoever, relating thereto, from the beginning of the world to the day of the date hereof.

In witness, &c., [*as in General Release of all Demands.*]

Release of Dower to the Heir.

Know all men, &c., that I, A. B., &c., relict of B. B., late, &c., as well for and in consideration of, &c., to me paid at or before, &c., by my son, J. B., &c., (the receipt whereof I do hereby acknowledge,) and for the love and affection which I have to my said son, have granted, remised, released, and forever quit-claimed, and by these presents do, &c., unto the said J. B., his heirs and assigns forever, all the dower and thirds, right and title of dower and thirds, and all other right, title, interest, property, claim, and demand whatsoever, in law and in equity, of me, the said A. B., of, in, and to [*a description of certain parcel of land, &c., and how it descended to A. B. and B.:*] so that neither I, the said A. B., my heirs, executors, or administrators, nor any other person or persons for me, them, or any of them, shall have, claim, challenge, or demand, or pretend to have, &c., any dower or thirds, or any

other right, title, claim, or demand, of, in, or to the said premises, but thereof and therefrom shall be utterly debarred and excluded forever by these presents.

In witness, &c., [*as in General Release of all Demands.*]

Release of Dower, in consideration of an Annuity given in a Will.

To all persons, &c., M. N., &c., widow, relict, and residuary legatee of J. N., late of ———, esq., deceased, sendeth greeting:

Whereas, the said J. N., in and by his last will and testament, duly signed, sealed, published, and declared in my presence, and with my approbation, bearing date ———, did settle and secure unto and upon me, the said M. N., an annuity of ———, to be paid unto me half-yearly, by equal payments, in lieu and full satisfaction of the dower or thirds at common law, which I might otherwise have, claim, or be entitled unto, out of all and every the lands, tenements, and hereditaments whatsoever of my said late husband, deceased, or of, in, to, or out of the reversion or remainder, rents, issues, and profits thereof: Now, know ye, that I, the said M. N., for and in consideration of the said annuity so secured to me as aforesaid, and in pursuance and part performance of the said last will and testament of my said late husband, do hereby declare myself fully satisfied and contented therewith, and do hereby remise, release, and forever quit-claim unto T. H., of ———, and T. F., of ———, trustees, appointed in and by the said last will and testament of my said late husband, (in their actual possession and seizin now being,) their executors, &c., all, and all manner of dower, &c., &c.

In witness, &c., [*as in General Release of all Demands.*]

Release of a Trust.

To all, &c., A. B., &c., sendeth greeting:

Whereas, by indenture, bearing date ———, made between, &c., [*here recite the deed.*] in which said indenture the said A. B. doth hereby declare that his name was only used in trust, for the benefit and behoof of C. D., of ———: Now, know ye, that I, the said A. B., in discharge of the trust reposed in me, at the request of the said C. D., have remised, released, and surrendered, assigned, and set over, and by these presents, for me, my executors and administrators, do freely and absolutely remise, &c., unto the said C. D., his executors, &c., all the estate, right, title, interest, use, benefit, privilege, and demand whatsoever, which I, the said A. B., have or may have, or claim, of or to the said premises, or of and in any sum of money, or other matter or thing whatsoever, in the said indenture contained, mentioned, and expressed; so that neither I, the

said A. B., my executors or administrators, or any of us, at any time hereafter, shall or will ask, claim, challenge, or demand, any interest, &c., or other thing, in any manner whatsoever, by reason or means of the said indenture or any covenant therein contained, but thereof and therefrom, and from all actions, suits, and demands, which I, my executors, administrators, or assigns, may have concerning the same, shall be utterly excluded and forever debarred by these presents.

In witness, &c., [*as in General Release of all Demands.*]

LANDLORD AND TENANT.

A CONTRACT from a landlord, empowering a tenant to take possession, for a stated period, of certain property, at a stipulated rental, is called a lease or demise. It may be for a month, a quarter, one year, a term of years; for life, or at the will of either of the parties. Leases for less than a year require no written agreement; if for a longer period, they must be in writing; if for life, they must be written, signed, sealed, and witnessed, like any other important instrument.

No particular form is needed; any instrument that conveys the property in a plain, common-sense manner, to the tenant, at a stipulated rent, payable monthly, quarterly, or semi-annually, as the parties may agree, is all that is required.

Where no agreement can be shown in writing for more than a year, the tenant only holds the property from year to year at the discretion of the landlord.

When a person enters into possession of a property without an agreement in regard to time, it is generally held that he is a tenant from year to year.

A tenant is responsible for taxes only when it is so stated in the lease. Verbal promises are of no effect. A lease must speak for itself.

A lease must be delivered to the parties for whom it is intended. If it should fall into the hands of a party accidentally, without the other intending it, it would be invalid. A lease, if for a valuable property, should be acknowledged before a Commissioner of Deeds, which does away with the difficulty frequently attending witnesses, who very often cannot be found when wanted: whereas,

an authenticated document can be read in evidence without further proof.

A lease of three years or more should be recorded in the county where the property lies, to protect purchasers of real estate, against secret or fraudulent conveyances.

Unless there is a provision in the lease forbidding it, the tenant has a right to underlet as much of the property as he pleases, so long as his lease runs. A mere tenant at will, however, cannot underlet.

A married woman cannot make a lease even of her own property; for her husband has sole control over her estate during his life, and he alone can demise it. Such leases are binding on her, however, only during the life of her husband.

A minor cannot make a lease for which he can be held on reaching his majority; it will bind the lessee, however, until the minor sees fit to release him. But if he receives the rent after his twenty-first year, he thereby ratifies the lease, and becomes bound for its provisions. A guardian can give no lease that shall extend beyond the majority of his ward. A minor can become a lessee, but he is privileged to give it up when so disposed; he can hold the landlord, however, if he so desires. A married woman cannot lease property; yet, if she occupies a house, her husband will be liable to the landlord for the rent.

Where there are no writings the tenancy commences from the day the tenant takes possession. Where there are writings, and the time for the commencement of the tenancy is not stated, it will be considered as having begun at the time the writings were delivered.

A lease for a term of years, without mentioning the number, is good only for two years.

When a landlord consents to receive a substitute, the first tenant is released.

A new lease invalidates a former one.

A lease by a mortgager is good only so long as the mortgagee refrains from foreclosing the mortgage.

When a landlord executes a lease on verbal misrepresentation, the tenant can recover a deduction from the rent for the fraud.

A lease for a farm will be invalid at the end of twelve years, if any rent or service of any kind is reserved.

A tenancy at will may be terminated in the eastern states by giving the tenant three months' notice in writing; in the middle and southern states by six months; in the western states by one month. A tenant is also free to notify the landlord of his intention to quit the premises; if he fail to relinquish possession at the time mentioned in his notice he will be liable for double rent.

Where occupancy is for a short period—a week, for instance, a month, or a quarter—the length of the notice to quit must be regulated by the letting; as a week's notice for a week's letting and a month's notice for a month's letting.

A landlord can no longer distress for rent in New-York, the law authorizing it having been abolished.

When the right of re-entry is reserved, such re-entry may be made at any time after default in the payment of the rent, by previously giving the tenant, or his legal representatives, fifteen days' notice to that effect.

A tenant or under tenant may be removed by an order from any Judge of the county courts or by any Justice of the Peace of the town or city in which the premises are situated.

Rent may be collected by action, after the summary removal of the tenant.

Agreement for a Lease.

This agreement, made this —— day of ——, in the year eighteen hundred and sixty, between A. B. of ——, and C. D., of said city, merchant, *witnesseth*, That A. B. agrees, by indenture, to be executed on or before the —— day of —— next, to demise and let to the said C. D., a certain house and lot in said city, now or late in the occupation of E. F., known as No. —, in —— street, to hold to the said C. D., his executors, administrators, and assigns, from the —— day of ——, aforesaid, for and during the term of three years, at or under the clear yearly rent of —— dollars, payable quarterly, clear of all taxes and deductions except the ground rent. In which lease there shall be contained covenants on the part of the said C. D., his executors, administrators, and assigns, to pay the rent, (except in case the premises are destroyed by fire, the rent is to cease until they are rebuilt by the said A. B.,) and to pay all taxes and assessments, (except the ground rent;) to repair the premises, (except damages by fire;) not to carry on

any offensive business on the same, (except by written permission of the said A. B. ;) to deliver the same up at the end of the term, in good repair, (except damages by fire, aforesaid ;) with all other usual and reasonable covenants, and a proviso for the re-entry of the said C. D., his heirs and assigns, in case of the non-payment of the rent for the space of fifteen days after either of the said rent-days, or the non-performance of any of the covenants. And there shall also be contained covenants on the part of the said A. B., his heirs and assigns, for quiet enjoyment; to renew said lease at the expiration of said term, for a further period of twenty-one years, at the same rent, on the said C. D., his executors, administrators, or assigns, paying the said A. B., his executors, administrators, or assigns, the sum of five hundred dollars, as a premium for such renewal; and that in case of an accidental fire, at any time during the term, the said A. B. will forthwith proceed to put the premises in as good repair as before such fire, the rent in the meantime to cease. And the said C. D. hereby agrees to accept such lease on the terms aforesaid. And it is mutually agreed, that the cost of this agreement, and of making and recording said lease, and a counterpart thereof, shall be borne by the said parties equally.

As witness our hands and seals, the day and year first above written.

In presence of A. B. [L. S.]
J. S. C. D. [L. S.]

Landlord's Agreement of Lease.

THIS is to certify, that I have, this —— day of ——, 1860, let and rented unto Mr. C. D., my house and lot, known as No. —, in —— street, in the city of ——, with the appurtenances, and the sole and uninterrupted use and occupation thereof, for one year, to commence the —— day of —— next, at the yearly rent of —— dollars, payable quarterly, on the usual quarter-days; rent to cease in case the premises are destroyed by fire. A. B.

Tenant's Agreement.

THIS is to certify, that I have hired and taken from Mr. A. B., his house and lot, known as No. —, in ——— street, in the city of ———, with the appurtenances, for the term of one year, to commence the first day of ——— next, at the yearly rent of ——— dollars, payable quarterly on the usual quarter-days. And I do hereby promise to make punctual payment of the rent in manner aforesaid, except in case the premises become untenantable from fire or any other cause, when the rent is to cease; and do further promise to quit and surrender the premises, at the expiration of

the term, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted.

Given under my hand and seal, the —— day of ——, 1860.

In presence of C. D. [L. S.]

J. S.

Security for Rent.

In consideration of the letting of the premises above described, and for the sum of one dollar, I do hereby become surety for the punctual payment of the rent, and performance of the covenants in the above written agreement mentioned, to be paid and performed by C. D., as therein specified and excepted; and if any default shall be made therein, I do hereby promise and agree to pay unto Mr. A. B., such sum or sums of money as will be sufficient to make up such deficiency, and fully satisfy the conditions of the said agreement, without requiring any notice of non-payment or proof of demand being made.

Given, &c., [*as in Tenant's Agreement.*]

Tenant's Agreement for a House, embracing a Mortgage of his Chattels.

This is to certify, that I, A. B., have hired and taken from C. D., the premises known as No. —, in ——— street, in the city of New York, for the term of one year from the first day of May next, at the yearly rent of four hundred dollars, payable quarterly. And I hereby promise to make punctual payment of the rent in manner aforesaid, and quit and surrender the premises at the expiration of said term, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted; and engage not to let or underlet the whole or any part of the said premises, or occupy the same for any business deemed extra-hazardous on account of fire, without the written consent of the landlord, under the penalty of forfeiture and damages. And I do hereby mortgage and pledge all the personal property, of what kind soever, which I shall at any time have on said premises, and whether exempt by law from distress for rent or sale under execution, or not, to the faithful performance of these covenants, hereby authorizing the said C. D., or his assigns, to distrain upon and sell the same, in case of any failure on my part to perform the said covenants, or any or either of them.

Given, &c., [*as in Tenant's Agreement.*]

Landlord's Agreement.

THIS is to certify, that I, C. D., have let and rented unto A. B. the premises known as No. —, in ——— street, in the city of New York, for the term of one year from the first day of May next, at the yearly rent of four hundred dollars, payable quarterly. The premises are not to be used or occupied for any business deemed extra-hazardous on account of fire, nor shall the same, or any part thereof, be let or underlet, except with the consent of the landlord in writing, under the penalty of forfeiture and damages.

Given, &c., [*as in Tenant's Agreement.*]

Agreement for Part of a House.

MEMORANDUM of an agreement entered into, the —— day of ——, 1860, by and between A. B., of ——, and C. D., of, &c., whereby the said A. B. agrees to let, and the said C. D. agrees to take the rooms or apartments following, that is to say: an entire first floor, and one room in the attic story or garret, and a back kitchen and cellar opposite, with the use of the yard for drying linen, or beating carpets or clothes, being part of a house and premises in which the said A. B. now resides, situate and being in No. —, in —— street, in the city of ——, to have and to hold the said rooms and apartments, and the use of the said yard as aforesaid, for and during the term of half a year, to commence from the —— day of ——, instant, at and for the yearly rent of —— dollars, lawful money of the United States, payable monthly, by even and equal portions, the first payment to be made on the —— day of —— next ensuing the date thereof; and it is further agreed that, at the expiration of the said term of half a year, the said C. D. may hold, occupy, and enjoy the said rooms or apartments, and have the use of the said yard as aforesaid, from month to month, for so long a time as the said C. D. and A. B. may and shall agree, at the rent above specified; and that each party be at liberty to quit possession on giving the other a month's notice in writing. And it is also further agreed, that when the said C. D. shall quit the premises, he shall leave them in as good condition and repair as they shall be in on his taking possession thereof, reasonable wear excepted.

Witness, &c., [*as in Agreement for a Lease.*]

Lease of a House for Five Years.

THIS Indenture, made the first day of April, one thousand eight hundred and sixty, between A. B. of the city of New-York, merchant, of the first part, and C. D. of said city, bookseller, of the

second part, *witnesseth*, That the said party of the first part hath let, and by these presents doth grant, demise, and let, unto the said party of the second part, his executors, administrators and assigns, all that brick house, messuage, or tenement, with all and singular its appurtenances, situate in the ninth ward of the said city of New-York, and known as No. —, in —— street, in said city, to have and to hold the said premises, with the appurtenances, unto the said C. D., his executors, administrators and assigns, for the term of five years from the first day of ——, one thousand eight hundred and sixty, at the yearly rent of six hundred dollars, to be paid in equal quarter-yearly payments, as long as the said premises are in good tenantable condition. And the said party of the second part doth hereby covenant to pay to the said party of the first part the said yearly rent, as herein specified, save and except, at all times during the said term, such proportional part of the said *yearly rent* as shall grow due during such time as the house shall, without the hindrance of the said party of the second part, be and remain untenantable, by reason of accidental fire. And that the said C. D., his executors, administrators and assigns, shall and will, during the said term, at his own proper costs and charges, well and sufficiently *keep in repair* the said demised premises, with their appurtenances, when and as often as the same shall require, damages by fire only excepted. And that, at the expiration of the said term, the said party of the second part will quit and surrender the premises hereby demised, in as good state and condition as reasonable use and wear thereof will permit, damages by fire only excepted. And also, that he, the said party of the second part, his executors, administrators and assigns, shall and will, during the said term, pay and discharge *all taxes*, assessments, and other charges which shall be taxed, assessed or charged upon the said premises, or any part thereof. And the said party of the first part doth covenant, that the said party of the second part, on paying the said yearly rent, and performing the covenants aforesaid, shall and may peaceably and *quietly have*, hold and enjoy the said demised premises, for the term aforesaid, without any interruption or molestation of the said party of the first part, his heirs, or any other person whatever, claiming or to claim, by, from, or under him or them, or any of them. And also, that in case the said premises shall, at any time during the said term, be destroyed or injured by an accidental fire, the said party of the first part, his executors, administrators or assigns, shall and will forthwith proceed to rebuild or *repair* the said premises, in as good condition as the same were before such fire; and that, until such repairs are made and completed, the said rent shall cease.

Given, &c., [*as in Tenant's Agreement.*]

Agreement for granting a Farming Lease.

THIS agreement, made this —— day of ——, in the year ——, between A. B. of ——, of the one part, and C. D. of ——, of the other part, *witnesseth;* That the said A. B. shall, on or before the first day of —— next, make and execute unto the said C. D., his executors, administrators and assigns, a valid lease of all that messuage, piece, or parcel of land, situate, &c., with the appurtenances thereunto belonging, for the term of —— years, from the first day of ——, at the yearly rent of —— dollars, payable half-yearly, clear of all deductions for taxes, or on any other account whatever; the first payment of said rent to be made on the first day of —— next; and at and under the further yearly rent of five dollars for every acre, and so in proportion for a less quantity, of meadow or pasture ground, which shall be plowed or converted into tillage, contrary to a covenant to be contained in said lease, as hereinafter directed; the first payment of said last-mentioned rent to be made on the first half-yearly day after such conversion into tillage, as aforesaid. And in the said lease there shall be contained covenants on the part of the said C. D., his executors, administrators and assigns, to pay the aforesaid rents, and to pay all taxes and assessments; for doing all manner of repairs to the buildings, hedges, ditches, rail and other fences; (the said A. B. providing upon the premises, or within two miles thereof, rough timber, bricks, tiles and lime, for the doing thereof, to be conveyed by the said C. D., his executors, administrators or assigns;) for permission for the said A. B., his heirs or assigns, at all reasonable times, to view the state of the premises; that the said C. D., his executors or administrators, shall not carry off from the farm any hay, straw, or other fodder, and that the said C. D., his executors, administrators or assigns, shall spread on some part of the said lands, in a husband-like manner, all the manure and compost which shall arise from the said farm, and shall, in all respects, cultivate the same in a husband-like manner, and according to the usual course of husbandry practised in the neighborhood, and shall leave all the manure and compost of the last year, for the use of the landlord or succeeding tenants. That the said C. D., his executors, administrators or assigns, shall not cut or flash any of the quick hedge under three years' growth, and shall cut and flash those at seasonable times in the year, and at the time of doing thereof shall cleanse the ditches adjoining thereto, and guard and preserve the hedges, which shall be so cut and flashed as aforesaid, from destruction or injury by cattle, and shall also, at all times, guard and preserve all young hedges and young trees from the like destruction and injury. That the said C. D., his executors, administrators or assigns, shall, in the summer immediately preceding the determination of the said term, to be granted as aforesaid, prepare for seed in a husband-like manner, such part of the land as shall be

in a course of fallow, and fit to be sown with a crop the ensuing season, and lay down with clover-seed and rye-grass twenty acres of the arable land which shall be then in tillage, sowing upon each acre thereof ten pounds of the best clover-seed and one bushel of the best rye-grass seed. And in the said lease there shall be contained a proviso for re-entry by the said A. B., his heirs or assigns, in case of the non-payment of rent for the space of twenty days, or non-performance of the covenants. And there shall be contained covenants on the part of the said A. B., his heirs and assigns, for quiet enjoyment. That the said A. B., his heirs and assigns, shall permit the said C. D., his executors, administrators or assigns, to have the use of the great barn, the stable for four horses adjoining, and the stack-yard and farm-yard, until one month after the expiration or determination of the said term, for the convenience of threshing out the last year's crops of corn and grain, and feeding his or their cattle with the straw and fodder, so that the same may be made into manure, to be left on the said premises, as aforesaid; and also some convenient room in the farm-house for his or their servants to lodge and diet in, until the time aforesaid, without any recompense being made for the same respectively.

In witness, &c., [*as in Agreement for a Lease.*]

Notice to Quit, by Landlord.

Please to take notice, that you are hereby required to surrender and deliver up possession of the house and lot known as No. — in —— street, in the city of ——, which you now hold of me; and to remove therefrom on the first day of —— next, pursuant to the provisions of the statute relating to the rights and duties of landlord and tenant.

Dated this —— day of ——, 1860.

To Mr. C. D. A. B., landlord.

Notice to Quit, by Tenant.

Please to take notice, that on the first day of May next, I shall quit possession and remove from the premises I now occupy, known as house and lot No. —, in —— street, in the city of ——.

Dated this —— day of ——, 1860.

To Mr. A. B. Yours, &c., C. D.

The like where the Commencement of the Tenancy is uncertain.

Mr. C. D.—I hereby give you notice to quit, and deliver up, on the —— day of —— next, the possession of the messuage or dwelling-house, [*or,* rooms and apartments, *or,* farm lands and premi

ses,] with the appurtenances, which you now hold of me, situate in the —— of ——, in the county of ——, provided your tenancy originally commenced at that time of the year; or otherwise, that you quit and deliver up the possession of the said messuage, &c., at the end of the year of your tenancy which shall expire next after the end of one half-year from the time of your being served with this notice.

Dated, &c., [*as in notice to Quit, by Landlord.*]

Notice to the Tenant either to quit the premises or to pay double value.

Sir: I hereby give you notice to qui, and yield up, on the —— day of —— next, possession of the messuage, lands, tenements, and hereditaments, which you now hold of me, situate at ——, in the parish of ——, and county of ——, in failure whereof I shall require and insist upon double the value of the said premises, according to the statute in such case made and provided.

Dated, &c., [*as in notice to Quit, by Landlord.*]

Oath of Holding Over.

City of ——, *ss.*

A. B., of said city, merchant, being duly sworn, doth depose and say, that on or about the ——— day of ———, the deponent rented unto C. D., of said city, printer, the house and lot known as No. —, in ——— street, in said city, for the term of one year from the first day of May then next, which said term has expired, and that the said C. D., or his assigns, holds over and continues in the possession of the said premises, without the permission of this deponent.

Sworn before me, this —— day of —— A. B.

O. P., Commissioner of Deeds.

Summons to Remove.

To C. D., of the city of ———, printer, or any other person claiming possession of the premises hereinafter mentioned:

Whereas A. P., of said city, merchant, has made oath, and presented the same to me, that on or about the ——— day of ———, he rented unto you, the said C. D., the house and lot known as No. —, in ——— street, in the said city of New York, for the term of one year from the first day of May then next ensuing, and that you, or your assigns, hold over and continue in possession of the said premises, after the expiration of your term therein, without

the permission of the landlord: Therefore, in the name of the people of the State of ———, you are hereby summoned and required forthwith to remove from the said premises, or show cause before me, at my office in the said city, on the —— day of ——, at three o'clock in the afternoon, why possession of the said premises should not be delivered to the landlord.

Witness my hand, the ——— day of ———.

M. N., one of the Judges of Court of Common Pleas.

Affidavit of the Service of the Summons.

——— County, *ss.*

William Grant, of the city of ———, in said county, being sworn, saith, that on the ——— day of ———, instant, he served the annexed summons upon C. D., the tenant therein named, *by delivering to him personally a true copy thereof, at the same time showing him the original.*

Warrant to put in Possession.

To any one of the Constables or Marshals of the city of ——— greeting:

Whereas, A. B., of the city of ———, has made oath, and presented the same to me, that on or about the ——— day of ———, he rented unto C. D., of said city, printer, the house and lot known as No. —, in ——— street, in said city, for the term of one year from the first day of ——— then next, and that he (*or*, his assigns) holds over and continues in possession of the same, after the expiration of his term therein, without the permission of the landlord; whereupon I issued a summons, requiring the said tenant forthwith to remove from the said premises, or show cause before me, at a certain time now past, why the possession of the said premises should not be delivered to the landlord; and no sufficient cause having been shown to the contrary, and I being satisfied, by due proof, of the service of the said summons, do, therefore, in the name of the people of the State of ———, command you to remove all persons from the said premises, and put the landlord in full possession thereof. M. N.

Witness, &c., [*as in Summons to Remove.*]

Warrant to dispossess a Tenant for non-payment of Rent.

To any one of the Constables of the County of ——, greeting:

Whereas, —— hath made oath before me that —— was justly

indebted unto him in the sum of —— dollars, for rent of a house and lot belonging to the said ——, and situate in the village of ——, in said county of ——, and in which the said —— now resides; that he had demanded the said rent or possession of the premises in due form of law, from the said ——, who hath made default in the payment thereof pursuant to the agreement under which the premises were let; and that he holds overtand continues in possession of the same without the permission of the landlord, after default in the payment of the rent as aforesaid; and that satisfaction of the said rent could not be obtained by distress of any goods: Whereupon I issued a summons, requiring the tenant to remove from said premises, or to show cause before me, at a certain time now past, why the landlord should not be put in possession of the said premises; and due proof of the service of said summons having been made to me, and no good cause against the said landlord's application having been shown, or in any way appearing: Therefore the people of the State of —— command you to remove all persons from the said premises, and put the said —— in full possession thereof.

In witness, &c., [*as in Summons to Remove.*]

Affidavit of the Tenant.

DENYING SOME MATERIAL FACT STATED IN THE AFFIDAVIT MADE BY THE LANDLORD.

—— County, *ss.*

——, of ——, in said county, being sworn, saith: That he doth not owe to the said —— the sum of —— dollars, for the rent of the house and lot occupied by this deponent, in the village of ——, as is alleged by the said ——, in an affidavit lately made before S. T., Esq., one of the Judges of —— county Common Pleas, and on which proceedings have been had before the said S. T., to remove this deponent from the possession of said premises.

Sworn, &c., [*as in Oath of Holding Over.*]

Order to Summon a Jury when the Tenant makes Defence.

—— County, *ss.*

To the Sheriff or any Constable of said county, greeting:

Whereas I, the undersigned, a judge of the county courts of said county, in order to form a jury to try certain matters in controversy between ——, landlord, and ——, tenant, have, in due form of law, nominated A., B., C., D., E., F., &c., [*naming them,*] eighteen reputable persons, qualified to serve as jurors in the courts of record: You are, therefore, hereby commanded, in the name of the people of the State of ——, to summon the above-named persons, so nominated, to appear before me at my office in the village

of ——, on the —— day of ——, to try the said matters in difference between the said parties.

Witness, &c., [*as in Summons to Remove.*]

Subpœn to appear and testify.

—— County, *ss.*

The people of the State of ——, to ——: You, and each of you, are hereby commanded and required to appear before me, one of the judges of the county courts of the said county, at my office in the village of ——, on the —— day of ——, to testify before me, (*or*, before a jury,) touching the matters in controversy between ——, landlord, and ——, tenant, relative to the summary removal of such tenant from the premises of the said ——, on the part of the said ——. And hereof fail not at your peril.

Witness, &c., [*as in Summons to Remove.*]

Warrant to Dispossess the Tenant after Verdict against him.

To any of the constables of the county of ——, greeting:

Whereas, ——— hath made oath before me, that ——— was justly indebted unto him in the sum of ——— dollars, for rent of a house and lot belonging to the said ———, and situate in the village of ———, in said county of ———, and in which the said ——— now resides; that he had demanded the said rent or possession of the premises, in due form of law, from the said ———, who hath made default in the payment thereof, pursuant to the agreement under which the premises were let; and that he holds over and continues in possession of the same, without the permission of the landlord, after the default in the payment of the rent, as aforesaid; and that satisfaction of the said rent could not be obtained by distress of any goods: Whereupon I issued a summons, requiring the tenant to remove from said premises, or to show cause before me, at a certain time now past, why the landlord should not be put in possession of the said premises. And whereas, on (*or*, before) the time appointed in such summons, the said ———, being in possession (*or*, claiming possession) of said premises, having filed an affidavit with me, the undersigned, who issued said summons, denying the facts (*or*, some, *or*, one of the facts,) upon which said summons was issued: And a jury having been regularly nominated, summoned, balloted for and sworn, in pursuance of the directions of the statute in such case made and provided, to determine the matters controverted between the said parties; and the said jury, after hearing the proofs and allegations of the parties, and being kept together by a proper officer, duly sworn, until they were agreed on their verdict, having found a verdict in favor of the said ———: Now, therefore, the people of the State of ——— command you to

remove all persons from the said premises, and put the said ——— in full possession thereof.

In witness, &c., [*as in Summons to Remove.*]

Affidavit of a Landlord to turn out a Tenant who has taken the Benefit of the Insolvent Act.

——— County, *ss.*

A. B., of ———, in said county, being sworn, saith: That on or about the first day of May, in the year ———, this deponent let and demised unto J. D., the house and lot belonging to the said A. B., in the town of ———, in the said county, in which the said J. D. now resides, for the term of two years, at the yearly rent of one hundred dollars. And this deponent further saith, That since the letting of said premises by this deponent to the said J. D., and on or about the ——— day of ——— last, the said J. D. took the benefit of the insolvent act, and was discharged from his debts by D. V. N. R., a Supreme Court Commissioner in the said county, in pursuance of the 3d article of title 1 of chapter 5 of part 2 of the Revised Statutes, [*or as the case may be.*]

Sworn, &c., [*as in Oath of Holding Over.*]

Complaint for Forcible Entry, etc.

—— County, *ss.*

The complaint of D. S., of ——, in said county, to J. J., one of the Judges of the County Courts of said county, showeth: That J. D., of —— aforesaid, on the —— day of ——, in the year ——, at the town of ——, in the county of —— aforesaid, did unlawfully make a forcible entry into the lands and possessions of this complainant, to wit, the dwelling-house and appurtenances of this complainant, there situate, bounded, &c., [*insert boundaries;*] And then and there, with strong hand and with multitude of people, did violently, forcibly, and unlawfully eject and expel the complainant from his said lands and possessions, wherein this complainant had at the time aforesaid an estate of freehold, [*or other estate as the case may be,*] then and still subsisting. And that the said J. D. still doth hold and detain the said lands and possessions from the said D. S. unlawfully, forcibly, and with strong hand against the form of the statute in such case made and provided.

Witness, &c., [*as in Notice to Quit by Landlord.*]

Affidavit to accompany the Complaint.

—— County, *ss.*

D. S. being duly sworn, saith: That J. D., of ——, in said county, on the —— day of ——, in the year ——, at the town and in the

county aforesaid, did unlawfully make a forcible entry into this deponent's dwelling-house, situate in said town, bounded, &c., [*insert description.*] and then and there, with strong hand and with multitude of people, did violently, forcibly, and unlawfully eject and expel this deponent from his said dwelling-house, and doth still unlawfully, forcibly, and with strong hand, detain and hold the said dwelling-house, and the possession thereof, from this deponent. And this deponent further saith, That he had an estate of freehold in the said dwelling-house at the time of the said forcible entry and detainer, which then was and still is subsisting.

Sworn, &c., [*as in Oath of Holding Over.*]

Order to Summon the Jury of Inquiry.

—— County, *ss.*

To the Sheriff or any Constable of the county of ——.

In the name of the People of the State of ——, you are hereby commanded to cause to come before me, at the house of ——, in the town of —— in said county, on the —— day of ——, instant, twenty-four good and lawful inhabitants of the said county, duly qualified by law to serve as jurors, to inquire upon their oaths for the said People, of certain forcible entry and detainer unlawfully made by J. D., as is said, into the dwelling-house of one D. S., in the town of ——, in said county, against the form of the statute in such case made and provided. And have you then there this order.

In witness, &c., [*as in Summons to Remove.*]

Notice to the Person Complained of.

To ——.

On the complaint of D. S., of the town of ——, in the county of ——, made to me, the undersigned, one of the Judges of the County Courts of said county, That you did unlawfully make a forcible entry into the dwelling-house of the said D. S., situate in said town, and bounded, [*insert description,*] and then and there, with strong hand and with multitude of people, did violently, forcibly, and unlawfully eject and expel the said D. S. from his said dwelling-house, and do still unlawfully, forcibly, and with strong hand, detain and hold the said dwelling-house, and the possession thereof, from the said D. S.: I have this day issued my precept, directed to the Sheriff or any Constable of said county, commanding him to cause to come before me, at the house of ——, in the town of ——, in said county, on the —— day of ——, instant, twenty-four good and lawful inhabitants of the said county, duly qualified by law to serve as jurors, to inquire upon their oaths of the said forcible entry and detainer. Of all which you are hereby notified.

Witness, &c., [*as in Summons to Remove.*]

Affidavit of Service of preceding Notice.

—— County, *ss.*

O. P. being sworn, saith: That on the —— day of ——, instant, he served a notice, of which the annexed is a copy, on J. D., by delivering the same to him personally (*or*, by delivering the same on the premises in question to A. D., the son of said J. D. of the age of twenty years and upwards, because the said S. D. could not be found; *or*, by affixing the same on the front door of the house in question, there being no person on the premises; *or*, by affixing the same on a post at the principal entrance of said premises, being a public and suitable place, there being no house or person on said premises.)

Sworn, &c., [*as in Oath of Holding Over.*]

Juror's Oath.

You, and each of you, do swear, That you will well and truly inquire into the matters complained of by David Smith, against John Doe, concerning an alleged forcible entry and detainer of lands and possessions, and a true inquisition thereof will make. So help you God.

Inquisition of the Jury of Inquiry.

—— County,

An inquisition taken at the house of ——, in the town of ——, in the county of ——, on the —— day of ——, in the year ——, by the oaths and affirmations of P. Q., &c., [*here insert the names of the jurors sworn or by whom the inquisition is signed.*] inhabitants of said county, duly qualified to serve as jurors, before J. J. Esq., one of the judges of the county courts of said county, who say upon their oaths and affirmations aforesaid, That D. S., of the town of, —— aforesaid, merchant, long since had an estate of freehold in the dwelling-house, with the appurtenances, situated in the town of —— aforesaid, and bounded, &c.; and that the said D. S. was long since lawfully and peaceably possessed thereof; and that his said estate and possession so subsisted and continued until J. D., of the same place, blacksmith, and other persons unknown, on the —— day of ——, &c., with strong hand, and with multitude of people, did forcibly and unlawfully enter into the said land and premises, and expel him, the said D. S., therefrom. And him, the said D. S., so expelled from the said dwelling-house, with the appurtenances aforesaid, from the said —— day of ——, &c., until the day of the taking of this inquisition, with like strong hand unlawfully and forcibly did keep out, and doth yet keep out to the great disturbance of the peace of the people of the State of ——, and con

trary to the form of the statute in such case made; and that the said estate of the said D. S. still subsists therein.

And we, the jurors aforesaid, whose names are hereto set, do, on the evidence produced before us, find the inquisition aforesaid true.

[To be signed by the jurors.]

Traverse.

J. D., *adsm.* THE PEOPLE.

ON THE COMPLAINT OF D. S.

AND afterwards, on the —— day of ——, in the year ——, before the said J. J., one of the judges of the county courts of said county of ——, came the said J. D., in his proper person, and having heard the said inquisition read, says, That he is not guilty of any of the matters set forth therein, and of this he puts himself upon the country, &c.

Or, having heard the said inquisition read, says, That he, the said J. D., or his ancestors, or those whose estate he has in said lands, have been in quiet possession thereof for three whole years next before the said inquisition was found, and that his interest therein is not ended nor determined, and of this he puts himself upon the country, &c.

Venire for Petit Jury.

——COUNTY, *ss.*

To the Sheriff or any Constable of said county, greeting:

THE People of the State of —— command you to summon personally twelve good and lawful men of the town of —— in said county, duly qualified to serve as jurors, and not exempt from serving on juries in courts of Record, and in no wise of kin to D. S. or to J. D., to come before J. J., one of the judges of the county courts of said county, at the house of ——, in the town of —— aforesaid, on the —— day of —— instant, to make a jury of the country, upon their oaths to try a certain traverse of an inquisition found upon the complaint of D. S., and now pending before the said J. J., against J. D., of said county, blacksmith, for a certain forcible and unlawful entry made by the said J. D. with strong hand, into the dwelling-house of the said D. S., in the town of ——, in said county, and for the forcible and unlawful detainer thereof, against the form of the statute in such case made and provided; and that you make a list of the persons summoned, certify and annex the same to this precept, and make return hereof to me.

Witness, &c. [*as in Summons to remove.*]

Juror's Oath upon the Traverse.

You, and each of you, do swear, That you will well and truly hear, try, and determine this issue of traverse, between the people of the State of ——, and J. D., the defendant. So help you God.

Warrant to the Sheriff or Constable to make Restitution.

—— COUNTY, *ss.*

The People of the State of New-York, to the Sheriff or any Constable of the said county, greeting:

WHEREAS D. S., of —— in said county, did, on the —— day of —— last, make complaint to the undersigned J. J., one of the judges of the county courts of said county, that John Doe, of —— aforesaid, on the —— day —— of ——, &c., [*reciting the complaint to the word "provided" at the end.*]

You are therefore hereby commanded to go to the said premises, taking with you the power of the county, if necessary, and to cause the said D. S. to be restored and put into the full possession of the said dwelling-house and premises, according to his estate and right therein before the said entry, in pursuance of the statute in such case made and provided.

And you are also commanded to levy the said sum of $—— of the goods and chattels of the said John Doe (excepting such goods and chattels as are by law exempted from execution), and to bring the money before me within thirty days from the date hereof, to render to the said D. S.; and if no goods or chattels can be found, or not sufficient to satisfy the said sum of money, you are commanded to take the body of the said John Doe, and convey him to the common jail of the said county, there to remain until the said sum of money, and your fees for collecting the same, shall be satisfied and paid.

Witness, &c., [*as in Summons to Remove.*]

DEBTOR AND CREDITOR.

EVERY insolvent may be legally released from his debts, upon executing an assignment of all his property to his creditors. The method of proceeding is as follows:—1st. He must present a petition (see *Petition of Insolvent Debtor*), signed by himself and by so many of his creditors residing in the United States as have debts in good faith owing to them by such debtor, and amounting to two thirds of all his debts owing to creditors, to the Judge or Judges of the County Court in which he may reside; the petition to be accompanied by the affidavits of the debtor and petitioning creditors (see

Forms); also, by a schedule, containing a full and correct account of all the debtor's creditors, the sums owing to each, and what for, the place where the debts accrued, the residence of each creditor, and the assets, real and personal, of the debtor, and the incumbrances thereon, and of all the books, vouchers, and securities relating thereto. 2d. The officer must notify the creditors, personally or by letter, of the petitioner's appeal, and call upon them to show cause, if any, why he should not be released from his debts. Notice to this effect must be published in the State paper, and in the principal county paper, once in each week for six successive weeks, if all the creditors reside in the county; and once a-week for ten weeks, if any them of reside one hundred miles from the county. 3. At the time of the hearing the officer hears the proofs and statements of the parties to the petition; if there is no opposition, he enters an order requiring the debtor to make an assignment. 4th. When the officer has received proof of such assignment, he grants the discharge, and the debtor is free. Creditors, however, if so disposed, may demand to have the case tried, like any other cause, before a jury.

A discharge from his debts, in this manner, extinguishes all claims against him at the time of the assignment, including all bills and notes made before that date, although not yet due; also, from all judgments and debts of every kind soever.

Such petitions must be presented in the country to the County Judge; in cities, to the Recorder, or to a Justice of the Supreme or Superior Courts. The officer to whom it is presented must reside in the same county with the debtor; in case no officer in the county is authorized to act in such matters, the petition may be presented to an officer in any other county; the hearing, however, must, in all cases, take place in the county where the debtor resides.

When fraud can be shown against the debtor, in collusion with certain creditors, wrongful interference with property once in the hands of the assignee, fraudulent preferences, or false statements, it will prevent him from obtaining the discharge.

Experience has shown that the easiest and cheapest method of obtaining a discharge, is by making a composition, for so many cents per dollar, with the creditors in person.

When a debtor is imprisoned for crime for any term less than his natural life, any creditor may petition for trustees to take charge of his estate. When he is released from prison, either by

the expiration of his sentence or by pardon, the trustees must surrender to him all his money and property in their hands, after retaining their expenses and lawful commissions.

Assignees or trustees of insolvent or imprisoned debtors may be appointed to fill vacancies by the officer who appointed the originals, or by his or their successors in office. All such appointments must be certified and filed in the office of the Clerk of the county.

Form of Letter of Credit.

ROME, NEW-YORK, }
June 15, 1860. }

MESSRS. BALL, BLACK & CO.—*Gentlemen:* Please deliver to ANSON PHELPS, of *this place*, goods to any amount not exceeding *five thousand* dollars, and I will hold myself accountable to you for the payment of the same, in case Mr. PHELPS should fail to make payment therefor.

You will please to notify me of the amount for which you may give him credit; and if default should be made in the payment, let me know it immediately.

I am, gentlemen, your most ob't servant,

EDWIN HART.

Messrs. BALL, BLACK & CO., }
No. — *Broadway, New-York.* }

Letter of License to an Embarrassed Debtor.

To all to whom these presents shall come, we, who have hereunto subscribed our names, and affixed our seals, creditors of I. B., of —— send greeting:

WHEREAS the said I. B., on the day of the date hereof, is indebted unto us, the several creditors hereunder named, in divers sums of money, which at present he is not able to pay and satisfy, without respite and time to be given him for payment thereof; know ye, therefore, that we, the said several creditors, and each and every of us, at the particular request of the said I. B., have given and granted, and, by these our present letters, do give and grant unto the said I. B., full and free liberty, license, power, and authority, to go about, attend, follow, and negotiate any affairs, business, matters, or things whatsoever, or at any place or places whatsoever, without any let, suit, trouble, arrest, attachment, or any other impediment to be offered or done unto the said I. B., his wares, goods, moneys, or other effects whatsoever, by us or any of us, or by the heirs, executors, administrators, partners, or assigns of us, or by our, or any of our, means of procurement, to be sought, attempted, or procured to be done, for and during —— months next, and im-

mediately ensuing the day of the date hereof. And further, we, the said creditors hereunder subscribed, do, and each of us doth, covenant and grant for ourselves, our heirs, executors, administrators, and assigns, respectively, and not jointly, or one for another, or for the heirs, executors, administrators, or assigns of each other, to and with the said I. B., that we, or any of us, our heirs, executors, administrators, or assigns, or any of them, shall not, nor will, during the time aforesaid, sue, arrest, attach, or prosecute the said I. B., for, or on account of our respective debts, or any part thereof; and that, if any hurt, trouble, wrong, damage, or hinderance be done unto the said I. B., either in body, goods or chattels, within the aforesaid term of —— next ensuing the date hereof, by us or any of us the said creditors, or by any person or persons, by or through the procurement or consent of us, or any of us, contrary to the true intent and meaning of these presents, then the said I. B., by virtue hereof, shall be discharged and acquitted forever, against such of us, the said creditors, his and their heirs, executors, administrators, or assigns, by whom and by whose will, means or procurement, he shall be arrested, attached, imprisoned, grieved or damaged, of all manner of actions, suits, deeds, debts, charges, sum and sums of money, claims and demands whatsoever, from the beginning of the world to the day of the date hereof.

In witness whereof we have hereunto set our hands and seals, this third day of April, one thousand eight hundred and sixty.

Signed, sealed, and delivered in presence of J. S

J. L. [L. S.]
C. K. [L. S.]

Letter of License and Composition with Creditors.

To all people to whom these presents shall come, we, whose names and seals are hereunder set, creditors of A. B., &c., send greeting:

Whereas the said A. B., at the day of the date of these presents, doth justly owe, and is indebted unto, the said several creditors hereunder written, in divers and several sums of money, but, by reason of many losses, he is unable to pay and satisfy us our full debts with such goods, chattels, wares and merchandise as he hath, which we, the said creditors, are unwilling to accept of, or any way to intermeddle with; and whereas, therefore, we, the said creditors, have agreed to undergo a certain loss, and to accept of ——— cents for every dollar owing by the said A. B. to us, the several and respective creditors whose names are hereunto subscribed, to be paid in full satisfaction and discharge of our said several and respective debts: Now know ye, that we, the said creditors of said A. B., do for ourselves severally and respectively, and for our several and respective executors, &c., covenant, promise, compound, and agree, to and with the said A. B., his executors and administrators, and to and with every of them, by these presents, that we

the said several and respective creditors, and our several and respective, &c., shall and will accept, receive, and take from the said A. B., for each and every dollar that the said A. B. doth owe and is indebted unto us, the said several and respective creditors whose hands are hereunto set, the sum of ——— cents, in full discharge and satisfaction of the several debts and sums of money that the said A. B. doth owe and is indebted unto us, the said creditors, &c., so that the said sum of ——— cents to be paid for each and every dollar that the said A. B. doth owe and is indebted unto us, the said creditors, be paid to us, the said several creditors, or to our several and respective executors, administrators, or assigns, within the term or space of six months next after the date hereof. And we, the said several creditors, do severally and respectively, for ourselves and our several and respective executors, administrators, and assigns, covenant, promise, and agree, to and with the said A. B., his heirs, &c., that he, the said A. B., his, &c., shall and may, from time to time, and at all times, within the said term and space of ——— next ensuing the date hereof, assign, sell, or otherwise dispose of his said goods and chattels, wares and merchandise, at his own free will and pleasure, for and toward the payment and satisfaction of the said ——— cents for each and every dollar that the said A. B. doth owe, and is indebted as aforesaid, unto us, the said creditors; and that neither we, the said, &c., or any of us, or the executors, administrators, or assigns of us, or any or either of us, shall or will, at any time or times hereafter, sue, arrest, molest, trouble, imprison, attach, or condemn the said A. B., or his goods and chattels, for any debt or other things now due and owing to us, or any of us, so that the said A. B. do well and truly pay, or cause to be paid, the said ——— cents for every dollar he doth owe and is indebted to us, the said, &c., in manner and form aforesaid.

In witness, &c., [*as in Letter of License to an Embarrassed Debtor.*]

Petition of Insolvent and his Creditors, under the Two Third Act

To the Hon. J. P. H., County Judge of —— County: [*or as the case may be.*]

The petition of A. B., of the town [*or* city] of ——, an insolvent debtor, and others, whose names are hereunto subscribed, creditors of the said insolvent, residing within the United States, respectfully showeth: That the said insolvent, from many unfortunate circumstances, has become insolvent, and utterly incompetent to the payment of his debts; wherefore he, and your other petitioners, are desirous that the said insolvent's estate should be distributed among his creditors, in discharge of their debts, so far as the same will extend; and for that purpose pray that all his estate, real and personal, may be assigned over and delivered up to J. K., of &c

and L. M., of, &c., as assignees, appointed by the said creditors, having debts in good faith owing to them by the said insolvent, now due, or hereafter to become due, and amounting to at least two thirds of all the debts owing by the said insolvent, to creditors residing within the United States: and further, that the said insolvent may be discharged from his debts, agreeably to the direction of the statute of the State of New-York, concerning "Voluntary assignments, made pursuant to the application of an insolvent and his creditors."

Dated the —— day of ——, 18 A. B.

E. F., $——
G. H., $——
A. T. & Co., $——

[*Insert the Amount due to each creditor, opposite the signature.*]

Affidavit of Residence of Petitioner.

I., C. D., do swear, that A. B., in the annexed petition named, is an inhabitant actually residing within the county of ——, and State of New-York. C. D.

Sworn to before me, the —— day of ——, 18—.

J. P. H., County Judge, [*or any officer authorized to take affidavits to be read in a court of record.*]

Affidavit of Creditor.

STATE OF NEW-YORK, —— COUNTY, *ss.*

E. F., of the said county, one of the petitioning creditors of A. B., an insolvent debtor, being duly sworn, doth depose and say, That the sum of —— dollars, lawful money of the United States, being the sum annexed to the name of this deponent, subscribed to the petition, is justly due to him from the said insolvent, on account, for [*or*, on a promissory note given for] goods, wares, and merchandise, sold and delivered by him to the said insolvent; [*or*, as the case may be: stating the nature of the demand—whether on written security or otherwise—and the general ground and consideration of the indebtedness;] and that neither he, nor any person to his use, hath received from the said insolvent, or any other person, payment of any demand, or any part thereof, in money, or in any way whatever, or any gift or reward whatsoever, upon any express or implied trust or confidence that he should become a petitioner for the said insolvent. E. F.

Sworn, &c., [*as in Affidavit of Residence of Petitioner.*]

Affidavit of one of a Firm, who are Creditors.

STATE OF NEW-YORK, —— COUNTY, *ss.*

A. T., of the said county, partner of the firm or co-partnership of A. T. & Co., who, as one of the co-partners, and in their behalf, hath subscribed to the petition in the name or firm of their said co-partnership, as petitioning creditors of A. B., an insolvent debtor, being duly sworn, doth depose and say, That the sum of —— dollars, lawful money of the United States, being the sum annexed to the name of the said co-partnership subscribed to the petition, is justly due to them from the said insolvent, for [state the nature of the demand, whether owing on written security, or otherwise, with the general ground and consideration of the indebtedness:] and that neither he, nor any person to his or their use, hath received from the said insolvent, or any other person, payment of any part thereof, in money, or in any other way whatever, or any gift or reward whatsoever, upon any express or implied trust or confidence that he or they should become a petitioner or petitioners for the said insolvent.

Sworn, &c., [*as in Affidavit of Residence of Petitioner.*]

Schedule of Petitioner.

THE Schedule of A. B., an insolvent, annexed to and delivered with his petition, to the Hon. D. W., Judge of the Court of ——, in the city of ——, and containing a full and true account of all the creditors of the said A. B., with the place of residence of each; the sum owing to each of them by the said insolvent; the nature of each debt, with the true cause and consideration thereof; and the place where the same accrued: [*Here insert Schedule.*]

Also a full and true inventory of all the estate, both real and personal, in law and equity, of the said A. B., an insolvent debtor; of the incumbrances existing thereon, and of all the books, vouchers, and securities relating thereto, as follows, to wit:

Ten acres of land, situate in, &c., subject to a certain mortgage, given, &c.; twenty shares of the capital stock of the bank of ——, two horses, one carriage, one sofa, &c. &c. Dated the —— day of ——, 1860.

A. B.

Oath of an Insolvent.

I, A. B., do swear, that the account of my creditors and the inventory of my estate, which are annexed to my petition, and herewith delivered, are in all respects just and true; and that I have not at any time, or in any manner whatsoever, disposed of, or made over, any part of my estate, for the future benefit of myself and

family, or in order to defraud any of my creditors; and that I have in no instance created or acknowledged a debt, for a greater sum than I honestly and truly owed; and that I have not paid, secured to be paid, or in any way compounded with, any of my creditors, with a view fraudulently to obtain the prayer of my petition. A. B.

Sworn, &c., [*as in affidavit of Residence of Petitioner.*]

Order for Creditors to show Cause, and for Publication.

Ordered, That all the creditors of A. B., an insolvent debtor, be required to show cause, if any they have, before me, on the —— day of —— next, at — o'clock in the ——noon, at my office, in the town of ——, why an assignment of the said insolvent's estate should not be made, and he be discharged from his debts, pursuant to the provisions of the statute for the discharge of an insolvent from his debts, notice for which is to be published for six [*or*, ten] weeks successively, in the State paper, and the newspaper printed in the county of ——, entitled the ——. Dated the —— day of ——, 1860.

D. P., Justice of the Supreme Court.

Notice to be Published.

Notice of application for the discharge of an insolvent from his debts, pursuant to the provisions of the third article of the first title of the fifth chapter of the second part of the Revised Statutes:

A. B., of the town of ——, in the county of ——, an insolvent debtor: [*or, if the applicant be a member of an insolvent firm, say:* A. B., of the city and county of New-York, an insolvent debtor, individually, or as one of the firm [*or*, late firm] of S. & T.:] Notice first published July 1, 1860. Creditors to appear before the Hon. J. P. H., County Judge of said county of ——, at his office in the town of ——, on the —— day of —— next, at ten o'clock in the forenoon, to show cause, if any they have, why an assignment should not be made of said insolvent's estate, and he be discharged from his debts.

Notice to be served on the Creditors

RESIDING IN THE UNITED STATES, WITH THE NOTICE OF THE ORDER TO SHOW CAUSE.

Sir: You will please take notice that the foregoing [*or*, the within] is a copy of a notice to show cause, before the Hon. J. P

H., County Judge of —— county, at the time and place therein specified, why I should not make an assignment of my estate, and be discharged from my debts, &c.

Dated the —— day of ——, 18—.

Yours, &c., A. B.

Proof of Service of Notice on Creditors residing in the United States.

STATE OF NEW-YORK, —— COUNTY, *ss.*

A. B., of said county, being duly sworn, says: That on the —— day of —— instant, [*or*, last past,] he served the notice, of which the annexed printed notice is a copy, on C. D., L. M., &c., &c., by delivering a copy of the same to each of them personally, [*or*, by depositing a copy of the same, properly folded and directed to each of them, at his usual place of residence, in the post-office at ——.]

[*Attach here a printed copy of the notice.*]

Sworn, &c., [*as in Affidavit of Residence of Petitioner.*]

Order for Assignment.

WHEREAS, A. B., of ——, in the county of ——, an insolvent debtor, did in conjunction with so many of his creditors residing within the United States as have debts in good faith owing to them by the said insolvent, amounting to at least two thirds of all the debts owing by him to creditors residing within the United States, present a petition to me, for the purpose of being discharged from his debts, pursuant to the provisions of the third article of the first title of the fifth chapter of the second part of the Revised Statutes; upon hearing which, it satisfactorily appeared to me that the said insolvent is justly and truly indebted to the petitioning creditors in the sums by them respectively mentioned in their affidavits annexed to the petition; that such sums amount in the aggregate to two thirds of all the debts owing by him at the time of his presenting his petition to creditors residing within the United States, and that he has honestly and fairly given a true account of his estate, and has in all things conformed to the matters required of him by the said article: I do, therefore, direct that an assignment be made by the said insolvent to J. K., of, &c., and L. M., of, &c., assignees nominated by the said creditors, of all his estate, both in law and equity, in possession, reversion, or remainder, excepting from the articles mentioned in his inventory, such articles of wearing apparel and bedding as are reasonably necessary for the said insolvent and his family to retain, and also his arms and accoutrements.

Dated, &c., [*as in Order for Creditors to show Cause, &c.*]

Assignment.

KNOW all men by these presents, That I, A. B., having become insolvent, did, in conjunction with so many of my creditors, residing within the United States, whose debts, in good faith, amount to two thirds of all the debts owing by me to creditors residing within the United States, present a petition to the Hon. J. P. H., County Judge of —— county, [*or*, as the case may be,] praying for relief, pursuant to the provisions of the statute authorizing an insolvent debtor to be discharged from his debts; whereupon the said Judge ordered notice to be given to all my creditors to show cause, if any they had, before him, at a certain day and place, why the prayer of the petitioner should not be granted; which notice was duly published, and no good cause appearing to the contrary, he being satisfied that the proceedings were just and fair, and that I had in all things conformed to those matters required by the said statute, directed an assignment of all my estate to be made by me for the benefit of all my creditors. Now, therefore, know ye, that in conformity to the said direction, I have granted, released, assigned and set over, and by these presents do grant, release, assign and set over, unto J. K., of, &c., and L. M., of, &c., assignees nominated to receive the same, all my estate, real and personal, both in law and equity, in possession, reversion, or remainder, and all books, vouchers, and securities relating thereto, to hold the same unto the said assignees, to and for the use of all my creditors.

In witness whereof, I have hereunto set my hand and seal, this —— day of ——, in the year one thousand eight hundred and ——.

A. B. [L. S.]

Sealed and delivered in presence of G. H.

Acknowledgment of Assignment.

STATE OF NEW-YORK, —— COUNTY, *ss.*

ON the —— day of ——, in the year one thousand eight hundred and ——, before me came A. B., to me known [*or*, proven to me by the oath of G. H., the subscribing witness to the above assignment,] to be the individual described in and who executed the above [*or*, said] assignment, and the said A. B. acknowledged that he executed the same.

S. T., Justice of the Peace.

Oath of Assignee.

I, L. M., having been appointed assignee of A. B., an insolvent debtor, do swear, that I will well and truly execute the trust by

that appointment reposed in me, according to the best of my skill and understanding.

Sworn, &c., [*as in Affidavit of Residence of Petitioner.*]

Notice of Assignment, to be inserted Three Weeks.

Pursuant to the provisions of the first title of the fifth chapter of the second part of the Revised Statutes, notice is hereby given, that the undersigned have been appointed assignees of A. B., an insolvent debtor. All persons indebted to the said debtor are required to render an account of all the debts and sums of money owing by them respectively to the said assignees, by the —— day of —— next, at the office of the said L. M., in the town of ——, and to pay the same; and all persons having in their psssession any property or effects of the said debtor, are required to deliver the same to us, by the day above specified. All the creditors of the said debtor are also required to deliver their respective accounts and demands to the said L. M., at his office as aforesaid, by the —— day of —— next.

Dated the —— day of ——, 18—.

J. K.
L. M.

Certificate of the Assignees.

We do certify that A. B., an insolvent debtor, has this day granted, conveyed, assigned, and delivered to us, for the use and benefit of all his creditors, all his estate, real and personal, both in law and equity, in possession, reversion, or remainder, and all books, vouchers, and securities, relating to the same, except such articles of wearing apparel and bedding as are reasonable and necessary for the said insolvent and his family to retain, and also his arms and accoutrements.

In witness, &c., [*as in Assignment.*]

Affidavit of Execution of Certificate.

State of New-York, —— County, *ss.*

R. F., of, &c., being duly sworn, deposes and says, that he did, on the —— day of —— last past, (*or*, instant,) see J. K., of, &c., and L. M., of, &c., to him personally known, sign and seal the within (*or*, annexed) certificate; and that he, this deponent, subscribed his name thereto as one of the subscribing witnesses. R. F

Sworn, &c., [*as in Affidavit of Residence of Petitioner.*]

Certificate of County Clerk that Assignment has been recorded.

STATE OF NEW-YORK, —— COUNTY, *ss.*

I, W. S., clerk of the county of ——, do hereby certify that the assignment made by A. B., an insolvent debtor, of all his estate both in law and equity, in possession, reversion, or remainder, (except as is excepted by the statute,) to J. K., of, &c., and L. M., of, &c., bearing date the —— day of, &c., has been duly recorded in my office.

In testimony, &c. W. S.

Discharge.

To all to whom these presents shall come or may concern:

I, J. P. H., county judge of —— county, [*or, as the case may be,*] send greeting: Whereas, A. B., of, &c., an insolvent debtor, residing within said county, did, in conjunction with so many of his creditors residing within the United States as have debts in good faith owing to them by the said insolvent, amounting to at least two thirds of all the debts owing by him to creditors residing within the United States, present a petition to me, praying that the estate of the said insolvent might be assigned for the benefit of his creditors, and he be discharged from his debts, pursuant to the provisions of the statute authorizing an insolvent debtor to be discharged from his debts; whereupon I ordered notice to be given to all the creditors of the said insolvent, to show cause, if any they had, before me, at a certain time and place, why an assignment of the said insolvent's estate should not be made, and he be discharged from his debts; proof of the publication whereof hath been duly made. And, whereas, it satisfactorily appearing to me that the doings on the part of the creditors were just and fair, and that the said insolvent has conformed in all things to those matters required of him by the said statute, I have directed an assignment to be made by the said insolvent of all his estate, real and personal, both in law and equity, in possession, reversion, or remainder, to J. K., of, &c., and L. M., of, &c., assignees nominated by the creditors to receive the same; and the said insolvent having, on the —— day of ——, made such assignment, and produced to me a certificate thereof, executed by the said assignees, and duly proved, and also a certificate of the clerk of this county, that such assignment is duly recorded in his office: Now, therefore, know ye that, by virtue of the power and authority in me vested, I do hereby discharge the said insolvent from all his debts, pursuant to the provisions of the said statute.

In witness whereof, I have hereunto set my hand and seal, the —— day of ——, in the year of our Lord one thousand eight hundred and sixty.

J. P. H., County Judge, &c. [L. S.]

Petition under Non-Imprisonment Act, after Action commenced.

To the Hon. C. P. D., &c. [*or as the case may be.*]

The petition of A. B., of the town of ——, in the county of ——, respectfully showeth: That an action has been commenced against him in a court of record, in which, by the provisions of the act to abolish imprisonment for debt, and to punish fraudulent debtors, he cannot be arrested or imprisoned. Your petitioner, therefore, prays that his property may be assigned, and that he may have the benefit of the provisions of the said act; and, in conformity thereto, sets forth and states: That the said action is brought by C. D., in the Supreme Court of the State of New-York, and was commenced by summons, served upon the said petitioner on the —— day of —— last past, (*or*, instant,) and that the following is a just and true account of all his estate, real and personal, in law and equity, and of all the charges affecting the same, as the same exist at the time of preparing this petition, according to the best of his knowledge and belief, to wit: Real estate, [*describe the same, if any; if otherwise, say*, none:] Personal estate, one span of horses, &c., &c.: The charges affecting the same are as follows, to wit: a chattel mortgage, executed by the said A. B. to L. M., of, &c., on the —— day of ——, 1856, for the purpose of securing the payment of the sum of —— dollars, due and owing to the said L. M. by the said A. B.; his necessary wearing apparel, bedding and furniture, for himself and family, his arms and accoutrements, and other articles, exempt by law from execution, are as follows, to wit, [*specify the articles*:] and his tools, or instruments of his trade, necessary to the carrying on of the same, not exceeding twenty-five dollars in value, are as follows, to wit., [*specify the articles.*]

And your petitioner further states, that the following is a just and true account of the deeds, securities, books, and writings whatsoever, relating to the said estate, and the charges thereon, and the names and places of abode of the witnesses to such deeds, securities, and writings, according to the best of his knowledge and belief, to wit., [*state the details,*] and that there is no other account of any real estate, or personal estate, in law or equity, or any other charges affecting the same, as the same estate exists at the time of preparing this petition; nor any other deeds, securities, books, or writings, whatsoever, relating to the same; nor any other names, or places of abode, of any witnesses to such deeds, securities, or writings, so far set forth, as his knowledge extends concerning the same.

A. B., Defendant.

Dated the —— day of ——, 18—.

Affidavit of Petitioner.

TO BE ENDORSED ON THE PETITION.

I, the within named petitioner, do swear: That the within petition, and the account of my estate, and of the charges thereon, are in all respects just and true; and that I have not, at any time, or in any manner, disposed of or made over any part of my property, with a view to the future benefit of myself or my family, or with an intent to injure or defraud any of my creditors.

Sworn to, &c., [*as in Affidavit of Residence of Petitioner.*]

Notice of Presenting Petition.

SUPREME COURT.

C. D.
against
A. B.

SIR: Please to take notice, that the within is a true copy of a petition, with an account of my creditors, and an inventory of my estate thereunto annexed, which I intend to present to the Hon. J. P. H., &c., at his office in the town of ——, on the —— day of ——, 1856, at —— o'clock in the —— noon, or as soon thereafter as the same can be heard. Yours, &c., A. B., Defendant.

To C. D., [*or* L. T., attorney of] the plaintiff in the above suit.

Affidavit of Service of Notice.

SUPREME COURT.

C. D.
against
A. B. } —— COUNTY, *ss.*

O. P., of the said county, being duly sworn, doth depose and say that on the —— day of —— last past, [*or*, instant,] he, this deponent, served C. D., of the town of ——, the plaintiff in this cause with a notice of the abovenamed defendant's intention of presenting the within petition to the Hon. J. P. H., &c., [*or, as the case may be,*] on the —— day of —— next, [*or*, instant,] at —— o'clock in the —— noon of the same day; and also, with a true copy of the account of the said defendant's estate, as within set forth, by delivering the said notice and account; [*state the manner of service, whether personal or otherwise;* and that the notice and account so delivered were signed by the above-named defendant in this cause.

Sworn, &c., [*as in Affidavit of Residence of Petitioner.*]

Order for Assignment.

WHEREAS, A. B. did, on the —— day of ——, 1856, present a petition to me, praying that his property might be assigned, and that he might have the benefit of the provisions of the act to abolish imprisonment for debt, and to punish fraudulent debtors; upon the hearing of which, I, being satisfied that the proceedings on the part of the petitioner are just and fair, and that he has conformed in all things to the provisions of the said act, do therefore order that an assignment of all his estate be made by him to M. P., of, &c., the assignee appointed by me to receive the same, excepting such articles as are by law exempt from execution.

Dated, &c., [*as in Order for Creditors to show Cause.*]

Assignment.

KNOW all men by these presents: That I, A. B., of, &c., did present a petition to the Hon. C. P. D., one of the Judges, &c., praying that my property might be assigned, and that I might have the benefit of the provisions of the act to abolish imprisonment for debt; whereupon, such proceedings were had, that the said Judge, after hearing the said petition, ordered that an assignment should be made by me of all my property, except such articles as were by law exempt from execution: Now, therefore, know ye, that in conformity to the said order, I have released, and by these presents do grant and assign all my estate, real and personal, both in law and equity, in possession, reversion, and remainder, and all books, vouchers, and securities, relating to the same, to M. P., of, &c., the assignee appointed to receive the same, except such articles as are by law exempt from execution.

Certificate of Assignment.

I DO hereby certify, that A. B. has this day made and delivered to me an assignment of all his property mentioned in the inventory accompanying his petition, pursuant to an order made by the Hon. C. P. D., one of the judges, &c., and that all the property specified in said inventory has been delivered to me.

In witness, &c., [*as in Certificate of the Assignees.*]

Discharge.

To all to whom these presents shall come:

I, C. P. D., one of the Judges, &c., send greeting: Whereas A. B. against whom an action has been commenced in a court of record

in which action, by the provisions of the act to abolish imprisonment for debt, and to punish fraudulent debtors, he cannot be arrested or imprisoned, did present a petition to me, praying that his property might be assigned, and that he might have the benefit of the said act; which petition contained an account of his creditors, and an inventory of his estate, verified by an affidavit thereunto annexed, subscribed by him, and duly sworn to before me. He also produced satisfactory proof that a copy of the said petition, account and inventory, had been served on the creditors in the said petition named, with notice of the time and place of presenting the same to me, as required by law; and I being satisfied, on hearing the petition, that the proceedings on the part of the petitioner were just and fair, and that he had conformed to the provisions of the said act, ordered that the said petitioner make an assignment of all his property, except such articles as are by law exempt from execution, to M. P., of, &c., the assignee appointed by me; and the said petitioner having made such assignment, and produced evidence that the assignment so made was recorded in the office of the clerk of this county, and also produced a certificate of the assignee that the property of the petitioner, specified in his inventory, had been delivered to the said assignee. Now, therefore, know ye, that by virtue of the power and authority in me vested, and in pursuance of the provisions of the said act, I do grant this discharge to exonerate the said petitioner from being proceeded against by any creditor entitled to a dividend of his estate.

Given under my hand and seal, the —— day of —— one thousand eight hundred and ——.

C. P. D., Judge of, &c.

Affidavit

OF PERSONS APPLYING FOR THE APPOINTMENT OF TRUSTEES FOR ESTATE OF DEBTOR CONFINED FOR CRIME (TO ACCOMPANY THE COPY OF THE SENTENCE AND CERTIFICATE OF THE CLERK).

STATE OF NEW-YORK, —— COUNTY, *ss.*

A. B., of said county, being duly sworn, says, That C. D., the person named in the annexed [*or*, within] copy of sentence of conviction, is now actually imprisoned in the State prison at ——, [*or*, in the penitentiary of, &c.; *or*, in the county jail of the county of ——,] in the State of New-York, under, and in pursuance of the said sentence of conviction; and that the said C. D. is indebted to this deponent, [*or*, to L. M., of, &c.] in the sum of —— dollars, on account, [*or*, as the case may be,] for goods, wares and merchandise, sold and delivered to the said C. D., by this deponent, [*or*, by the said L. M.;] and this deponent therefore makes application for the

appointment of trustees of the estate of the said C. D., according to the statute. A. B.

Sworn, &c. [*as in Affidavit of Residence of Petitioner.*]

Appointment of Trustees, on the Foregoing Application.

By the Hon. D. P., one of the Justices of the Supreme Court of the State of New-York; [*or*, as the case may be]. Whereas A. B., a creditor [*or*, a relative] of C. D., [*or*, a relative of M. D., wife of C. D.,] a debtor confined for crime, did, on the —— day of —— last past, [*or*, instant,] make application to me for the appointment of Trustees to take charge of the estate of the said C. D.; and did also produce a copy of the sentence of conviction of the said C. D., duly certified by P. V., Esq., clerk of the court of [*specify the court before which the conviction was had,*] under his seal of office, by which said court of —— the said sentence of conviction was passed; together with an affidavit of the said A. B., that the said C. D. is actually imprisoned under the said sentence, and is indebted to the said A. B., [*or*, to L. M.,] of, &c., in the sum of —— dollars. Now, therefore, I, the said Justice as aforesaid, do, in pursuance of the authority to me given by the statute concerning "Attachments against debtors confined for crimes," appoint M. N. and O. P., two fit persons to be Trustees of the estate of the said C. D., with such powers concerning the estate of the said C. D. as are conferred by the said statute.

Given under my hand and seal, this —— day of, &c.

D. P. [L. S.]

Oath of Trustees of the Estates of Debtors.

We, M. N. and O. P., appointed Trustees of the estate of C. D., a debtor confined for crime, [*or, as the case may be,*] do swear, and each for himself doth swear, that he will well and truly execute the trust by his appointment reposed in him, according to the best of his skill and understanding. M. N.

O. P.

Sworn, &c., [*as in Affidavit of Residence of Petitioner.*]

NOTES AND BILLS OF EXCHANGE.

The party who makes or signs a note is called the *drawer;* the party who endorses it, the *endorser;* the party to whom it is made

payable, the *payee;* the party holding it at the time of its maturity, the *holder.*

The words "value received," though usually inserted, are not legally indispensable, as value is implied in every note, bill, acceptance, and endorsement.

In the States of Pennsylvania and New-Jersey, the words, "without defalcation or discount," must be inserted after the words, "for value received." In Missouri, the words, "negotiable and payable, without defalcation or discount," must be added to the words, "for value received."

Notes bear interest only when it is so stated; but, after maturity, all notes bear legal interest. When a note is payable on demand, interest can alone be charged after the demand has been made. When it is improbable that a note payable on demand will be paid when due, it should be made payable one day after date, with interest.

The holder of a note made payable to order, may sue in his own name.

A note made payable to John Smith, or *bearer*, need not be endorsed. Its delivery is a sufficient guarantee of title. If the holder's title to it is questioned by the drawer, he has only to show in court that he obtained it for a fair consideration. If negotiated, or made use of, *after* maturity, it is subject to any set-off the drawer may have against the payee.

A promissory note given by a minor, even for necessaries, is void.

If a note is made payable to a firm, the signatures of the firm is a sufficient endorsement. But if it be made payable to two or more persons not co-partners, it is not negotiable without the endorsement of each.

No note is payable till the third day after the day expressed for its payment. These three days are called "days of grace," and if payment is not made, no suit can be begun till they have expired. Notes payable "on demand" are not entitled to grace. An *endorsed* note, payable on demand, must be presented within a reasonable time—say within three months.

A person becoming surety on a note, is liable as an endorser.

An endorser may waive demand and notice of a note before its, maturity, without any consideration for such notice.

When a note falls due on Sunday, or on any leading holiday when general business is suspended—Fourth of July, Thanksgiving, Christmas, or New Year's, for instance—demand for its payment must be made on Saturday, or the day preceding the holiday. The demand must be made at the place of business of the maker, within business hours, or at the specified place of payment; should he have no place of business, then at his dwelling-house. When the maker has absconded, no notice is necessary.

The endorser of an accommodation note is a surety for the maker, and is liable for the costs of collection brought against such maker or endorser.

If the payee of a note wishes to pay it away to another without being responsible for its payment, he may endorse it with the following words: "Pay to John Smith, without recourse upon me;" or, "Pay to John Smith, at his risk:" or, "Pay to John Smith, without recourse."

If a party takes a note after it is due, he takes it at his own risk, as it is then subject to every defence against its payment that the drawer or endorsers had against it before it was negotiated.

Any promise to pay, without specifying the time of payment, is equal in law to a promise to pay on demand.

A note promising to pay, "so soon as circumstances will permit," is not a promissory note.

A paper is of no value where the acceptor draws it up and then writes across it his acceptance, leaving a blank for the drawer to sign his name. Such a paper is neither a bill, note, order, or security for the payment of money.

In many States, the making of a promissory note on Sunday renders it worthless.

The altering of a note, in any manner, by the holder, makes it void.

A note written thus: "I, Henry Mansfield, promise to pay John Jenkins, or order, one hundred dollars, value received," is good without further signing. Such notes, however, being different from the customary forms, would be deemed imperfect, by men generally, and would be found difficult to negotiate.

A note like the following is not a promissory note:

"Two years from date, for value received, I promise to pay A. B., or bearer, one hundred dollars with use. Said A. B. agrees that if I pay him fifty dollars on or before the first day of January, 1860, it shall cancel this note."

Demand of payment for a note must be made of the maker the day when it is due; if not paid, notice must immediately be given to the endorsers; otherwise they will be released of their liability. If the note be made payable at a bank or other place, demand must be made at the place where it is made payable. If payment is refused, notice to that effect must be served without delay upon the maker and each of the endorsers. This notice may be given by any person competent to serve it, but Notaries Public are usually employed for that purpose. When payment of a note is refused, it is called dishonored. No particular form of words is necessary in a notice: all that is requisite is to apprise the party or parties of the fact that the note has been dishonored. The usual form of a notice of protest will be found below.

Notice by mail to an endorser, residing at a distance from the bank or place where the note is payable, is sufficient to hold him for its payment, in case the notice be sent on the last day of grace—that is, the day on which the note was dishonored.

The same laws that apply to notes, apply also to bills of exchange.

Note with Surety.

$100. NEW-YORK, April 12, 1860.

SIX months after date, I promise to pay John Jones, or order one hundred dollars, value received. WM. JENKINS.

J. G. WELLS, Surety.

An Unnegotiable Note.

$1000. NEW-YORK, April 10, 1860.

THREE months after date, I promise to pay John Jones one thousand dollars, for value received. ADAM CLARKE.

A Negotiable Note.

$1000. NEW-YORK, April 19, 1860.

THREE months after date, I promise to pay John Jones, or order one thousand dollars, for value received. ADAM CLARKE

A Note, or Due Bill, payable on Demand.

$100. CINCINNATI, (O.,) April 14, 1860.

ON demand, I promise to pay Charles Howard, or order, one hundred dollars, for value received.

THOMAS MANSFIELD, 116 Main-street.

A Note bearing Interest.

$100. MILWAUKIE, (Wis.,) May 1, 1860.

SIX months after date, I promise to pay Edward Robinson, or order, one hundred dollars, with interest, for value received.

SAMUEL LELAND.

A Note payable by Instalments.

$3000. PHILADELPHIA, (Pa.,) April 8, 1860.

FOR value received, I promise to pay Jones & Williams, or order, three thousand dollars, in the manner following, viz.: one thousand dollars in one year, one thousand dollars in two years, and one thousand dollars in three years, with interest on all said sums, payable semi-annually, without defalcation or discount.

DAVID MILLER, 108 Arch-street.

Sealed Note.

$5000. PHILADELPHIA, (Pa.,) April 8, 1860.

FOR value received, I promise to pay Jones & Williams, or order, five thousand dollars, in three years from the date hereof, with interest, payable semi-annually, without defalcation, or discount. And in case of default of my payment of the interest or principal aforesaid with punctuality, I hereby empower any attorney at law, to be appointed by said Jones & Williams, or their assigns, to appear in any court which said Jones & Williams, or their assigns, may select, and commence or prosecute a suit against me on said note, to confess judgment for all and every part of the interest or principal on said note, in the payment of which I may be delinquent.

Witness my hand and seal, this 8th day of April, A. D., 1860.

EDGAR MORSE. [SEAL.]

Attest, JOHN SMITH.

Due Bill, payable in Goods.

DUE John Jones, or bearer, fifty dollars in merchandise, for value received, payable on demand. WM. JENKINS.

NEW-YORK, May 3, 1860.

Order for Goods.

MR. J. SWEET: NEW-YORK, April 12, 1860.

PLEASE pay John Jones, or order, one hundred dollars in merchandise, and charge the same to account of WM. JENKINS.

Bill of Exchange.

$1000. BOSTON, (Mass.) April 5, 1860.

THIRTY days after sight, pay to the order of Messrs. John Smith & Co. one thousand dollars, and charge the same to account of JAMES FOX.

To Messrs. WILSON & ROBERTS, New-York.

A Set of Bills of Exchange.

No. 188.—Ex. £300. NEW-YORK, April 3, 1860.

THREE days after sight of this, my first of exchange, (second and third unpaid,) pay to Charles Wignell, or order, three hundred pounds sterling, value received, and charge the same to account of JOHN SMITH.

No. 188.—Ex. £300. NEW-YORK, April 3, 1860.

THREE days after sight of this, my second of exchange, (first and third unpaid,) pay to Charles Wignell, or order, three hundred pounds sterling, value received, and charge the same to account of JOHN SMITH.

No. 188.—Ex. £300. NEW-YORK, April 3, 1860.

THREE days after sight of this, my third of exchange, (first and second unpaid,) pay to Charles Wignell, or order, three hundred pounds sterling, value received, and charge the same to account of JOHN SMITH.

Money Order.

MR. JACOB SWEET: NEW-YORK, April 12, 1860.

PLEASE pay John Jones, or order, one hundred dollars, and charge the same to account of WM. JENKINS.

Protest of a Bill of Exchange.

UNITED STATES OF AMERICA, STATE OF NEW-YORK, *ss.*

ON the —— day of ——, in the year of our Lord one thousand eight hundred and ——, at the request of Mr. A. B., of ——, I, J. T., a Notary Public, duly admitted and sworn, dwelling in the city of New York, did present the original bill of exchange, a copy of which is hereunto annexed, at the shop of W. D., the acceptor thereof, in the city of New York, to a man there attending, and demanded payment of the same, which was refused, the said man replying, that Mr. D. was not in, and he could not pay it: Whereupon, I, the said Notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the acceptor of the said bill of exchange, as against all others whom it doth or may concern, for exchange, re-exchange, and all costs, damages, and interest, already incurred, and to be hereafter incurred, for want of non-payment of the said bill of exchange.

Thus done and protested in the city of New York aforesaid, in the presence of John Doe and Richard Roe, witnesses.

In testimonium veritatis.

[L. S.] J. T., Notary Public.

Notice of Non-payment.

TO BE GIVEN TO THE DRAWER AND ENDORSERS.

NEW-YORK, Feb. 15, 1860.

PLEASE to take notice, that a certain bill of exchange, dated ——, for $1000, drawn by ——, on and accepted by ——, of ——, and by you endorsed, was this day protested for non-payment, and the holders look to you for the payment thereof. Yours, &c.,

To Mr. A. B. J. T., Notary Public.

RECEIPTS AND RELEASES.

A RECEIPT in full, though admitted to be strong evidence, is by no means legally conclusive. If the party signing it can show an error or mistake, it will be admitted in his favor.

Receipts for money will be held open to examination, and the party holding the receipt must abide by the results of such examination; the great aim of law being to administer strict justice.

A release must be given over a seal. A release from all *de mands* extinguishes all possible causes and rights of action, and leaves no room for subsequent quibbling.

A release of one of many equally wrong-doers, generally releases all. This, of course, does not apply to such of the parties as covenant to remain liable. A release of one of several joint obligors, releases all.

An agreement not to sue two joint debtors is a release to both; but an agreement not to sue one, will not serve as a release to either.

Inasmuch as a receipt in full, in the ordinary form, still leaves room to a tricky or unprincipled creditor to harrass and annoy a debtor, it would be well, in all such cases, for the latter to obtain a sealed release, like that under the head of *Release of all Demands* or that under the caption of *Special Release.*

Receipt in Full of all Demands.

$500 NEW-YORK, March 15, 1860.

RECEIVED of John Smith five hundred dollars, in full of all demands against him. WM. JONES.

Receipt on Account.

$100 NEW-YORK, March 15, 1860.

RECEIVED of John Smith one hundred dollars, to apply on account. WM. JONES.

Receipt for Money paid for another.

$100 NEW-YORK, March 15, 1860.

RECEIVED of J. G. Wells one hundred dollars, in full of all demands against John Smith. WM. JONES.

Release of all Demands.

KNOW all men by these presents, that I, Wm. Jones, of New-York, for and in consideration of the sum of two hundred dollars, to me in hand paid by John Smith, of said city, have remised, released, and forever discharged the said John Smith from all claims of every kind, nature, and character soever against him, from the beginning of the world to this day. As witness my hand and seal, this 15th day of March, one thousand eight hundred and sixty. WM. JONES.

Special Release.

KNOW all men by these presents, that I, Wm. Jones, of New-York, for and in consideration of the sum of one hundred dollars to me in hand paid, by John Smith, of said city, have remised, released, and forever discharged, and by these presents do, for myself, my heirs, executors, administrators, and assigns, remise, release, and forever discharge, the said John Smith, his heirs, executors, and administrators, of and from all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, claims and demands whatsoever, in law or in equity, which I ever had, or now have, or which I or my heirs, executors, administrators, o rassigns, hereafter can, shall, or may have, by reason of any matter, cause, or thing, whatever, from the beginning of the world to this day, arising out of any dealings or transactions between myself and the said John Smith, at my store in the city of New-York. As witness, &c., [*as in Release of all Demands.*]

Release made in Pursuance of an Award.

KNOW all men by these presents, that I, A. B., of, &c., in the county of, &c., have remised, released, and forever quit-claimed, and by these presents do remise, release, and forever quit-claim unto C. D., of, &c., in the said county, his heirs, executors, and administrators, all actions, cause and causes of action, judgments, suits, controversies, trespasses, debts, duties, damages, accounts, reckonings, and demands whatsoever, for or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the ——— day of ——— last, save and except my right to redeem a certain farm now in mortgage to the said C. D., at the time, under the terms, and in the manner prescribed in and by a certain award, made the ——— day of ———, in the year ———, by E. F., of, &c., on a reference to him of all disputes between me and the said C. D.

As witness, &c., [*as in Release of all Demands.*]

Mutual General Release by Indenture.

THIS Indenture, made this ——— day of ———, between A, B., of, &c., of the one part, and C. D., of, &c., of the other, *witnesseth:* That on the day hereof, the said A. B. and C. D. have each paid to the other the sum of five dollars; and each of them has cancelled and delivered up to the other certain covenants, bonds notes of hand, and written contracts, upon which each of the parties claimed, and pretended to have divers claims and demands on

the other; the said claims and contracts, so cancelled and delivered up, being supposed and intended to be all the claims and evidence of claim by each of the parties hereto on the other. And in consideration thereof, each of them, the said A. B. and C. D., does hereby, for himself and his legal representatives, release, and absolutely and forever discharge the other, of and from all claims and demands, actions, and causes of action, of every name and nature, so that neither of them shall have any claim on the other, directly or indirectly, on any contract, or supposed liability, or thing undertaken, done, or omitted to be done, from the beginning of the world to this day.

As witness, &c., [*as in Release of all Demands.*]

Release to a Guardian.

Know all men, &c., that A. B., &c., son and heir of B. B., deceased, hath remised, released, and forever quit-claimed, and by these presents doth remise, &c., unto C. D., of ——, his guardian, all, and all manner of action, actions, suits, reckonings, accounts, debts, dues, and demands whatsoever, which he, the said A. B., ever had, now hath, or which he, his executors or administrators, at any time hereafter can or may have, claim, or demand, against the said C. D., his executors or administrators, for, touching, and concerning the management and disposition of any of the lands, tenements, and hereditaments of the said A. B., situate, &c., or any part thereof, or for or by reason of any moneys, rents, or profits by him received out of the same, or any payments made thereout, during the minority of the said A. B., or by reason of any matter, cause, or thing whatsoever, relating thereto, from the beginning of the world to the day of the date hereof.

As witness, &c., [*as in Release of all Demands.*]

Release of a Proviso or Condition.

Know all men, &c., that I, A. B., of ——, for divers good considerations me hereunto moving, have remised, released, and quit-claimed, and by these presents, for me, my executors, administrators, and assigns, do, &c., unto L. M., of ——, his heirs, executors, administrators and assigns, as well one proviso or condition, and all and every the sum and sums of money specified in the same proviso or condition, contained or comprised in one pair of indentures, of, &c., bearing date, &c., made between me, the said A. B., of the one part, and the said L. M., of the other part, and also all, and all manner of actions and suits, cause and causes of actions and suits, for or concerning the said proviso or condition.

As witness, &c. [*as in Release of all Demands.*]

Release of a Trust.

To all, &c., A. B., &c., sendeth greeting:

WHEREAS, by indenture bearing date ——, made between, &c., [*here recite the deed.*] in which said indenture the said A. B. doth hereby declare that his name was only used in trust, for the benefit and behoof of C. D., of ——: Now know ye, that I, the said A. B., in discharge of the trust reposed in me, at the request of the said C. D., have remised, released, and surrendered, assigned, and set over, and by these presents, for me, my executors and administrators, do freely and absolutely remise, &c., unto the said C. D., his executors, &c., all the estate, right, title, interest, use, benefit, privilege, and demand whatsoever, which I, the said A. B., have, or may have, or claim, of or to the said premises, or of and in any sum of money, or other matter or thing whatsoever, in the said indenture contained, mentioned, and expressed; so that neither I, the said A. B., my executors or administrators, or any of us, at any time hereafter, shall or will ask, claim, challenge, or demand, any interest, &c., or other thing, in any manner whatsoever, by reason or means of the said indenture, or any covenant therein contained, but thereof and therefrom, and from all actions, suits, and demands, which I, my executors, administrators, or assigns, may have concerning the same, shall be utterly excluded and forever debarred by these presents.

As witness &c. [*as in Release of all Demands.*]

Release of Dower to the Heir.

KNOW all men, &c., that I, A. B., &c., relict of B. B., late, &c., as well for and in consideration of, &c., to me paid, at or before, &c., by my son, J. B., &c., (the receipt whereof I do hereby acknowledge,) and for the love and affection which I have to my said son, have granted, remised, released, and forever quit-claimed, and by these presents do, &c., unto the said J. B., his heirs and assigns forever, all the dower and thirds, right and title of dower and thirds, and all other right, title, interest, property, claim, and demand whatsoever, in law and in equity, of me, the said A. B., of, in, and to; [*a description of certain parcel of land, &c., and how it descended to A. B. and B.;*] so that neither I, the said A. B., my heirs, executors, or administrators, nor any other person or persons, for me, them, or any of them, shall have, claim, challenge, or demand, or pretend to have, &c., any dower or thirds, or any other right, title, claim, or demand, of, in, or to the said premises, but thereof and therefrom shall be utterly debarred and excluded forever by these presents.

As witness, &c., [*as in Release of all Demands.*]

Release from a Legatee upon his coming to Age.

Know all men by these presents, that whereas A. B., of ——, made his last will and testament in writing, bearing date ——, and, among other legacies therein contained, did give and bequeath unto me, C. D., of ——, his son, the annual sum of ——, to be paid to me quarterly, until I should attain the age of one-and-twenty years; and of his will constituted E. F. and G. H. joint executors, as in and by the said will may appear: and whereas the said E. F. and G. H. did jointly accept of the said executorship and trust, and I, the said C. D., have attained my said age of twenty-one years: and whereas the said E. F. and G. H. have made up an account with me, the said C. D., of all moneys received and paid by the said E. F. and G. H., and all transactions in pursuance of the said executorship and trust, and have not only paid me, the said C. D., the balance of such accounts, but also delivered unto me all the writings and papers belonging to the estate of the said deceased A. B.: Now know ye, that I, the said C. D., being fully satisfied in the premises, have remised, released, and forever quit-claimed, and by these presents do remise, release, and forever quit-claim unto the said E. F. and G. H., and each of them, their and each of their executors and administrators, all reckonings and accounts, sum and sums of money, by them had and received in pursuance of the said trust, or by means of their being executors to the said A. B. as aforesaid; and also of and from all other reckonings, accounts, and demands whatsoever, from the beginning of the world to the day of the date of these presents.

As witness, &c., [*as in Release of all Demands.*]

ARBITRATIONS AND AWARDS.

The act by which two or more parties refer a matter in dispute to the decision of third parties, is called *submission;* the parties to whom the matter is referred, *arbitrators;* and their decision, an *award.*

A verbal decision is valid; but an award, made upon such submission, can be enforced only by a suit, while a submission in writing authorizes the entry of a judgment in accordance with the tenor of the award.

Submissions, written and verbal, may be revoked by either of the disputants, at any time prior to the rendering of the award. But the party revoking is liable to the opposing party for all costs and damages incurred in preparing for the arbitration.

The award, to be good, must not embrace any matter not compre

hended in the submission. The award must comprehend every item or thing submitted. It must not be of a thing unreasonable, nor against law, nor morally or physically impossible to the party; and it must also be certain—that is, capable of being reduced to certainty—advantageous, mutual, and final.

Arbitrators are authorized by custom, but not by law, to charge the same fees allowed to referees appointed by a court of record, viz.: three dollars per day each, for each day necessarily spent in bringing the case to a settlement; the money to be paid when they bring in their award or report. The parties are at liberty, however, to agree at the outset, in writing, upon a specified compensation.

Common Bond of Arbitration.

Know all men by these presents, that I, A. B., of the town of ——, in the county of ——, gentleman, am held and firmly bound to C. D., of the city of ——, merchant, in the sum of $500, of good and lawful money of the United States, to be paid to the said C. D., or to his certain attorney, executors, and administrators, or assigns, for which payment, to be well and faithfully made, I bind myself, my heirs, executors, and administrators, firmly, by these presents. Sealed with my seal; dated the ——.

The condition of this obligation is such, that if the above bounden A. B., his heirs, executors, and administrators, on his or their parts and behalves, shall, and do, in all things, well and truly stand to, obey, abide by, perform, fulfil, and keep the award, order, arbitrament, and final determination of M. N., O. P., and Q. R., of, &c., arbitrators, indifferently elected and named, as well on the part and behalf of the above bounden A. B. as of the above named C. D., to arbitrate, award, order, judge, and determine, of, and concerning all, and all manner of action and actions, cause, and causes of actions, suits, bills, bonds, specialities, judgments, executions, quarrels, controversies, trespasses, damages and demands whatsoever, at any time heretofore had, made, moved, brought, commenced, sued, prosecuted, done suffered, committed, or depending by and between the said parties, so as the said award be made in writing, under the hands of the said M. N., O. P., and Q. R., or any two of them, and ready to be delivered to the said parties in difference, or such of them as shall desire the same, on or before the —— day of ——, then this obligation to be void, or else to remain in full force.

[If it is intended to have a judgment entered on an award, and to give power to a court of record to modify or vacate the award

according to the statute, the following clause must be added at the end of the condition, as follows:]

And it is hereby agreed, that a judgment of the Supreme Court of Judicature of the People of the State of ——, shall be rendered upon the award to be made pursuant to the above submission.

Arbitrator's Oath.

TO BE ADMINISTERED BY A JUDGE OF A COURT OF RECORD OR A JUSTICE OF THE PEACE.

You do severally swear, faithfully and fairly to hear and examine the matters in controversy between A. B., of the one part, and C. D., of the other part, and to make a just award according to the best of your understanding.

Subpœna to appear before Arbitrators.

The People of the State of ——, to S. T., U. V., and W. Y. You, and each of you, are commanded personally to appear and attend at the house of ——, in the town of ——, and in the county of ——, on the —— day of ——, in the year ——, at ten o'clock in the forenoon of that day, before M. N., O. P. and D. R., arbitrators chosen to determine a controversy between A. B. and C. D., then and there to testify as a witness in relation thereto, before said arbitrators, on the part of the said A. B. Hereof fail not at your peril. Given under my hand, this —— day of ——, in the year ——.

R. S., Justice of the Peace.

Award of Arbitration.

To all to whom these presents shall come, A. A., of ——, C. C., of ——, and D. D., of ——, send greeting:

Whereas, divers suits, disputes, controversies, and differences, have happened and arisen, and are now depending, between E. E., of ——, and F. F., of ——, for pacifying, composing, and ending whereof, the said E. E. and F. F. have bound themselves each to the other, in the penal sum of $500, by several bonds or obligations, bearing date —— last past, before the date hereof, with condition thereunder written, to stand to, obey, abide, perform, and keep the award, order, arbitrament, final end and determination of the said A. A., C. C., and D. D., arbitrators indifferently named, elected, and chosen, as well on the part and behalf of the said E. E., as of the said F. F., to arbitrate, award, adjudge, and determine, of and concerning all, and all manner of action and actions, cause and causes of actions, suits, bills, bonds, judgments, execu-

tions, quarrels, controversies, trespasses, damages, and demands, whatsoever, at any time or times theretofore had, made, commenced, sued, prosecuted, or depending, by or between the said parties, or either of them, so as the said award should be made in writing, under the hands and seals of the said arbitrators, or any two of them, ready to be delivered unto the said parties, or such of them as should require the same, on or before the —— day of this instant, ——, as by the said obligations and conditions thereof it doth and may appear: Now know ye, that the said A. A., C. C., and D. D., taking upon them the charge and burden of the said award, and having deliberately heard the allegations and proofs of both the said parties, do, by these presents, arbitrate, award, order, decree, and adjudge, of and concerning the premises, in manner and form following; that is to say:

First, they do award, order, decree, and adjudge, that the said F. F., or his heirs, shall and do, on or before the —— day of —— next ensuing the date hereof, make and execute a good and sufficient conveyance of his interest, as lessee for years, of a certain farm in the possession of the said F. F., situate ——, pursuant and according to the true intent and meaning of certain articles of agreement, bearing date on or about the —— day of ——, and made between the said F. F., of the one part, and the said E. E., of the other part, or as near the same as the present circumstances will admit.

And also, the said arbitrators do further award, decree, and adjudge, that the said F. F., his executors or administrators, shall and do, on or before the —— day of —— next ensuing the date hereof, pay, or cause to be paid, unto the said E. E., his executors or administrators, at, or in the now dwelling-house of the said E. E., in —— aforesaid, the sum of fifty dollars, in full payment, discharge, and satisfaction, of and for all moneys, debts, duties, due or owing unto the said E. E., by the said F. F., upon any account whatsoever, at any time before their entering into the said bonds of arbitration, as aforesaid.

And also, the said arbitrators do hereby further award, order, decree, and adjudge, that all actions and suits commenced, brought, or depending between the said E. E. and F. F., for any matter, cause, or thing whatsoever, arising or happening at the time of, or before their entering into the said bonds of arbitration, shall, from henceforth, cease and determine, and be no further prosecuted or proceeded in by them, or either of them, or by their, or either of their means, consent, or procurement.

And lastly, the said arbitrators do hereby further award, order, adjudge, and decree, that the said E. E. and F. F. shall and do, within the space of two days next ensuing the date of this present award, seal and execute unto each other mutual and general releases of all actions, cause and causes of actions, suits, contr-

versies, trespasses, debts, duties, damages, accounts, reckonings, and demands whatsoever, for or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of the said bonds of arbitration, as aforesaid.

In testimony, &c., [*as in Certificate of Magistrate, &c.*]

APPOINTMENTS.

Appointment of a Guardian by a Minor.

Know all men by these presents, that I, A. B., of ——, son and heir of W. B., late of ——, deceased, being above the age of fourteen years, namely, about the age of seventeen years, have nominated, elected, and chosen, and by these presents do, &c., C. D., of ——, to be guardian, as well of my person as of my real and personal estate, until I shall attain the age of twenty-one years, &c.

In witness whereof, I have hereunto set my hand and seal, this —— day of ——, in the year one thousand eight hundred and sixty.

A. B. [SEAL.]

AFFIDAVITS.

Common Form of Affidavit.

Com. Mass. Suffolk Co., *ss.* Boston, May 1, 1860.

Then the above named A. B. personally appeared, and made oath [*or*, solemnly affirmed] that the foregoing declaration, by him subscribed, is true. Before me, J. S., Justice of the Peace.

Affidavit to hold to Bail.

A. B., of ——, in —— county, merchant, on oath declares, that he has a demand against the within named C. B., upon the cause of action stated in the within writ, which he believes to be justly due, and upon which he expects that he will recover ten dollars or upward; and that he has reasonable cause to believe that said C D. is about to depart beyond the jurisdiction of the court to which said writ is returnable, and not to return until after judgment may probably be recovered in said suit, so that he cannot be arrested on the first execution (if any) which may issue in said suit.

A. B.

Subscribed and sworn to, this first day of January, A. D. 1860.

Before me, J. S., Justice of the Peace.

The same, by an Agent or Attorney.

COM. MASS. SUFFOLK, *ss.*

A. B., of Boston, in said county, merchant, agent (*or* attorney) of C. D., of the city, county, and state of New-York, merchant, on oath declares, that the said C. D. has a demand against the within-named E. F. upon the cause of action stated in the within writ, which this deponent believes to be justly due, and upon which he expects that the said C. D. will recover ten dollars or upwards; and that this deponent has reasonable cause to believe that said E. F. is about to depart beyond the jurisdiction of the court to which said writ is returnable, and not to return till after judgment may probably be recovered in said suit, so that he cannot be arrested on the first execution (if any) which may issue in said suit.

A. B.

Subscribed, &c., [*as in Affidavit to hold to Bail.*]

Affidavit by a Party in a Cause,

TO PROVE A FACT IN COURT.

I, A. B , plaintiff in the above-entitled cause, on oath depose and say, that the original paper, of which a copy has been produced, was in my possession on or about the first day of July last, since which time I have not seen the same, and I suppose and believe it to have been lost.

Subscribed, &c., [*as in Affidavit to hold to Bail.*]

ASSIGNMENTS.

AN assignment is valid only when made in good faith. Any party interested in testing its validity, can do so in an action; if it can be shown before a jury that the assignment was made to evade debts due to creditors, they will set it aside; if such fraud cannot be proved, then it will stand.

An assignment by a debtor for the benefit of his creditors must be unconditional surrender of all his effects. If he secretly hold back any property, such withholding is fraudulent, and punishable by statute.

An insolvent debtor has the right to prefer one creditor to the exclusion of all others, in case it be done in good faith. This right remains with him even after suit has been commenced against him by another creditor.

An assignment by an insolvent debtor in trust to pay certain creditors, who are to transfer the residue to the debtor, is void as to the remaining creditors; and evidence that there would be no surplus, will not render it valid.

An assignment authorizing the assignee to change, at discretion, the order of preference of creditors is void.

All assignments for the benefit of creditors must be accompanied by immediate delivery of the property.

Trustees and assignees are entitled to the same compensation that is allowed to executors, administrators, and guardians.

Assignments, and assignments of mortgages, must be acknowledged and recorded, like all other conveyances of property.

General Form of Assignment,

TO BE WRITTEN OR ENDORSED ON THE BACK OF ANY INSTRUMENT.

KNOW all men by these presents, that I, the within-named A. B., in consideration of one hundred dollars to me paid by C. D., have assigned to the said C. D., and his assigns, all my interest in the within written instrument, and every clause, article, or thing therein contained; and I do hereby constitute the said C. D., my attorney, in my name, but to his own use, and at his own risk and cost, to take all legal measures which may be proper for the complete recovery and enjoyment of the assigned premises, with power of substitution.

In testimony whereof, I have hereunto set my hand and seal, this tenth day of May, one thousand eight hundred and sixty.

Executed and delivered in the presence of } A. B. [SEAL.]

Assignment of Partnership Property and Debts,

BY ONE PARTNER TO ANOTHER, IN TRUST, TO CLOSE THE CONCERN.

WHEREAS, a co-partnership has heretofore existed between D. H. and A. B., both of the city of Boston, which co-partnership has been known under the name of H. and B., and which it is the intention of the said co-partners forthwith to dissolve and determine:

Now, this indenture of two parts, made this —— day of ——, in the year ——, by and between the said D. H., of the one part, and the said A. B., of the other part, witnesseth:

First. That the co-partnership aforesaid, is hereby, by the mutual consent of the said parties, dissolved and determined.

Second, The said D. H. doth hereby sell, transfer, assign and set over unto the said A. B., his moiety of all the stock in trade, goods, merchandise, effects, and property of every description belonging to or owned by the said co-partnership, wherever the same may be, together with all debts, cases in action, and sums of money due and owing to the said firm from any and all persons whomsoever, to hold the same to the said A. B. and his assigns forever, in trust for the following purposes, namely: that the said A. B. shall sell and dispose of all the goods, property, and effects belonging to the said firm, at such time and in such manner as he may think prudent; and shall, with reasonable diligence, collect all the debts and sums of money due and owing to the said firm; and shall, out of the proceeds of the said sales, and with the money thus collected, pay and discharge all the debts and sums of money now due and owing from the said firm, as far as the proceeds of said sales and the sums of money collected will go; and, after fully satisfying all demands against the said firm, if there be any surplus, shall pay over one moiety thereof to the said D. H. or his assigns.

Third. The said D. H. doth hereby constitute and appoint the said A. B. his attorney irrevocable, in his, the said A. B.'s own name, or in the name of the said firm, to demand, collect, sue for and receive any and all debts and sums of money due and owing to the said firm; to institute and prosecute any suits for the recovery of the said debts, or to compound the same, as he may judge most expedient; to defend any and all suits against the said firm; to execute all such paper writings and acquittances as may be necessary; and generally to do all such acts and things as may be necessary or proper for the full and complete settlement of all business and concerns of the said co-partnership.

Fourth. The said A. B., for himself and his heirs, executors, and administrators, hereby covenants to and with the said D. H. and his assigns, that he will sell and dispose of all the partnership property and effects to the best advantage; that he will use his best diligence and endeavors to collect all debts and sums of money due and owing to the said firm; and that he will truly and faithfully apply the proceeds of said sale, and the moneys collected, to the payment, discharge, and satisfaction of all debts and demands against the said firm, as far as the same will go: and, after discharging all such debts, will pay over to the said D. H., or his assigns, one moiety of any surplus that may remain; and further, that he will keep full and accurate accounts of all moneys received by him for goods sold, or debts collected; as well as of moneys paid out, and will render a just, true, and full account therefor to the said D. H.

Fifth. The said D. H., for himself, &c., covenants to and with the said A. B., &c., that, upon settlement of accounts if it shall be

found that the debts due and owing from the said firm exceed the amount of moneys received from the sale of the said goods, and the debts collected, he will pay unto the said A. B., or his assigns, one moiety of any balance that may then be due and owing from the said firm.

In testimony whereof, &c., [*as in General Form of Assignment.*]

Assignment of Partnership Property and Debts by one Partner to Another for a Certain Sum.

THIS Indenture of two parts, made and concluded this —— day of ——, in the year of ——, by and between D. H., of New-York, printer, of the first part, and J. B., of New-York, printer, of the second part, witnesseth:

That, whereas, the said parties were lately co-partners in the business of printing, which partnership was dissolved and determined on the —— day of —— last; and whereas many debts, due and owing to the said parties on account of their said co-partnership, are still outstanding, and debts due by the said firm are yet unpaid; and whereas it is agreed that the said party of the second part shall assign and release to the said party of the first part all his interest in the stock in trade, goods and effects, belonging to the said firm, and in the debts now owing to the said firm, and that the said party of the first part shall assume all the debts and liabilities of the said firm, and shall discharge and indemnify the said party of the second part from all liabilities and losses arising from the said partnership:

Now, therefore, in pursuance of the said agreement, and in consideration of the sum of ——, paid and secured to the said J. B., he, the said J. B., doth hereby fully and absolutely sell, assign, release, and make over to the said D. H. all his right, title, interest, and share, in and to all the stock in trade, goods, merchandise, machinery, tools, books, leasehold premises, and effects, belonging to the said partnership, of whatever kind or nature, and wheresoever situated: also, all his right, title, and interest in and to all the debts and sums of money now due and owing to the said firm, whether the same be by bond, bill, note, or account, or otherwise; and the said J. B. doth hereby make and appoint the said D. H., his executors, administrators, and assigns, to be his attorney and attorneys, to receive all and several the debts and sums of money above mentioned, to his and their own use and benefit; and doth hereby authorize the said D. H., his executors, &c., to demand, collect, and sue for the said debts and sums of money, and to use his, the said J. B.'s name in any way or manner that the collection, recovery, and realization of the said debts and demands may render necessary, as well in court as out of court, but at their own proper costs and charges, and without cost or damage to the said J. B

And the said J. B. doth hereby further authorize the said D. H. to convey and transfer to his own name, and for his own use and benefit, any and all sums of money and effects, real and personal estate, which may be taken or received in the name of the said firm, and to hold the same free from all claims by the said J. B., his executors, administrators, or assigns.

And these presents further witness, that, inpursuance of the said agreement, the said D. H., for himself, his executors and administrators, doth hereby covenant to and with the said J. B., his executors and administrators, that he, the said D. H., and his, &c., shall pay and discharge, and at all times hereafter save harmless and indemnify, the said J. B., his, &c., from and against all and every the debts, duties, and liabilities, which, at the dissolution and termination of the said partnership, were due and owing by the said firm to any person or persons, for any matter or thing touching the said partnership, and of and from all actions, suits, costs, expenses, and damages, for, or concerning the said debts, duties and liabilities, unless the said J. B. shall have contracted any debts or incurred any liabilities, in the name, and on account of the said firm, which are unknown to the said D. H., and do not appear in the books of the said firm; for which, if any such exist, the said D. H. does not hereby intend to make himself responsible.

In testimony whereof, &c., [*As in General Form of Assignment.*]

Assignment of a Bond by Endorsement.

Know all men by these presents, that I, the within named A. B. for, and in consideration of the sum of ——, to me paid by C. D. of ——, at or before the sealing of these presents, (the receipt whereof is hereby acknowledged,) have granted, bargained, sold, assigned, transferred, and set over, and by these presents do grant, bargain, sell, assign, transfer, and set over, unto the said C. D., his executors, administrators and assigns, the within written bond or obligation, and the sum of ——, mentioned in the condition thereof, together with all interest due and to grow due for the same, and all my right, title, interest, claim, and demand, whatsoever, of, in, and to the same. And I authorize the said C. D., in my name to demand, sue for, receive, have, hold and enjoy the said sum of ——, and interest, to his own use absolutely forever.

In testimony, &c. [*as in General Form of Assignment.*]

Assignment of a Judgment.

To all persons to whom these presents shall come, A. B. of —— sends greeting:

Whereas, I, the said A. B., lately recovered judgment, in the court of, &c., holden at ——, on——, against C. D., of ——, for

the sum of, &c., debt or damage, and the sum of, &c., costs of the said suit, as by the record of said judgment doth appear, upon which judgment execution hath lately been sued forth. Now, know ye, that I, the said A. B., in consideration of the sum of ——, to me paid by E. F., of ——, (the receipt whereof I do hereby acknowledge,) have granted, assigned, and transferred, and by these presents do grant, &c., unto the said E. F., his executors, administrators, and assigns, the said judgment, and all and singular the sum and sums of money, benefit and advantage whatsoever, that now can or shall or may hereafter be obtained by reason or means of the same, or any execution thereupon now had or to be had, sued or executed, and all the state, right, title, interest, and demand, whatsoever, which I, the said A. B., have or ought to have or claim, of, in, or to the said judgment, or any sum of money, lands, or tenements, which by virtue of any process or execution thereupon issued, or to be issued, shall or may be recovered, obtained, or gotten. And I do hereby make, constitute, and appoint the said E. F. my attorney irrevocable, in my name, but at the proper charges of the said E. F., and to his own use, to prosecute the said execution upon the said judgment, and cause the said execution to be levied on any real estate of the said C. D., and upon composition concerning the premises, to acknowledge satisfaction of the same, and generally to do all and every such other act and acts as shall be requisite in and about the premises. And I, the said A. B., for myself, my executors, and administrators, do covenant, promise, and agree, to and with the said E. F., his executors, administrators, and assigns, that I have never released or discharged, and that I will not release or discharge the said judgment, or any execution which hath been, or shall be thereupon sued or executed; and that I, my executors or administrators, shall not make or do any release, act or thing whatsoever, whereby the said judgment or any execution which hath been or shall be thereupon sued or executed by the said E. F. or his assigns shall be in any manner frustrated hindered, debarred, or extinguished. And I do further covenant that I will, and my heirs, executors, and administrators shall, upon the reasonable request, and at the charges of the said E. F. his heirs or assigns, grant and release to him and them forever, all such real estate as shall be levied upon by him or them, in my name, and by virtue of such execution.

In testimony, &c., [*as in General Form of Assignment.*]

Assignment of a Deed.

Know all men by these presents, that A. B., the grantee within named, and Mary his wife, for and in consideration of the sum of nine hundred dollars, to them in hand paid by C. D., of, &c., at and before the sealing and delivery hereof, (the receipt whereof is

hereby acknowledged,) have granted, bargained, sold, assigned, and set over, and by these presents do grant, bargain, sell, assign, and set over, unto the said C. D., his heirs and assigns, all the within-mentioned messuage, tenement, and tract of land, containing, &c.; together with all and singular the rights and appurtenances whatsoever, thereunto belonging, and the reversions and remainders, rents, issues, and profits thereof. To have and to hold the said messuage, tenement, and tract of land, hereby granted and assigned, or mentioned or intended so to be, with the appurtenances, unto the said C. D., his heirs and assigns, to the only proper use and behoof of the said C. D., his heirs and assigns, forever. And the said A. B., and his heirs, the said hereby granted and assigned premises, with the appurtenances, unto the said C. D., his heirs and assigns, against him, the said A. B., and his heirs, and against all and every other person or persons whomsoever, lawfully claiming by, from, or under him, them, or any of them, shall and will warrant and forever defend.

In testimony, &c., [*as in General Form of Assignment.*]

Assignment of a Lease.

Know all men by these presents, that I, the within-named A. B., the lessee, for and in consideration of the sum of one thousand dollars, to me in hand paid by C. D., of, &c., at and before the sealing and delivery hereof, (the receipt whereof I do hereby acknowledge,) have granted, assigned and set over, and by these presents do grant, assign and set over, unto the said C. D., his executors, administrators, and assigns, the within indenture of lease, and all that messuage, &c., thereby demised, with the appurtenances; and also all my estate, right, title, term of years yet to come, claim, and demand whatsoever, of, in, to, or out of the same. To have and to hold the said messuage, &c., unto the said C. D., his executors, administrators, and assigns, for the residue of the term within mentioned, under the yearly rent and covenants within reserved and contained, on my part and behalf to be done, kept and performed.

In testimony, &c., [*as in General Form of Assignment.*]

Assignment of a Mortgage.

Know all men by these presents, that I, A. B., the mortgagee within named, for and in consideration of the sum of sixteen hundred dollars, to me paid by C. D., of, &c., at and before the sealing and delivery hereof, (the receipt whereof is hereby acknowledged,) have granted, bargained, sold, assigned and set over, and by these presents do grant, bargain, sell, assign and set over, unto the said C. D., his heirs, executors, administrators and assigns, the within deed of mortgage, and all my right and title to that messuage, &c.

therein mentioned and described, together with the original debt for which the said mortgage was given, and all evidence thereof, and all the rights and appurtenances thereunto belonging. To have and to hold all and singular the premises hereby granted and assigned, or mentioned, or intended so to be, unto the said C. D., his heirs and assigns, forever: subject, nevertheless, to the right and equity of redemption of the within-named E. F., his heirs and assigns, (if any they have,) in the same.

In testimony, &c., [*as in General Form of Assignment.*]

Assignment of a Patent.

Whereas, letters patent, bearing date —— day of ——, in the year ——, were granted and issued by the government of the United States, under the seal thereof, to A. B., of the town of ——, in the county of ——, in the State of ——, for [here state the nature of the invention in general terms, as in the patent,] a more particular and full description whereof is annexed to the said letters patent in a schedule; by which letters patent the full and exclusive right and liberty of making and using the said invention, and of vending the same to others to be used, was granted to the said A. B., his heirs, executors, administrators, or assigns, for the term of fourteen years from the said date:

Now know all men by these presents, that I, the said A. B., for and in consideration of the sum of ——— dollars, to me in hand paid, (the receipt whereof is hereby acknowledged,) have granted, assigned, and set over, and by these presents do grant, assign, and set over, unto C. D., of the town of ———, in the county of ———, and State of ———, his executors, administrators, and assigns, forever, the said letters patent, and all my right, title and interest, in and to the said invention, so granted unto me: To have and to hold the said letters patent and invention, with all benefit, profit and advantage thereof, unto the said C. D., his executors, administrators, and assigns, in as full ample, and beneficial a manner, to all intents and purposes, as I, the said A. B., by virtue of the said letters patent, may or might have or hold the same, if this assignment had not been made, for and during all the rest and residue of the said term of fourteen years.

In testimony, &c., [*as in General Form of Assignment.*]

Assignment of Debt.

Know all men by these presents that we, S. and T., booksellers, in consideration of the sum of —— dollars, paid to them by A. B., of ——, in the county of ——, (the receipt of which is hereby acknowledged,) do hereby sell, assign, and transfer unto the said A.

B., all their claims and demands against J. S., of said ——, for debts due to the said S. & T.; and all actions against said J. S., now pending in their favor, and all causes of action whatsoever against him

And the said S. & T. do hereby nominate and appoint the said A B., his executors and administrators, their attorney or attorneys irrevocable; and do give him and them full power and authority to institute any suit or suits against said J. S., and to prosecute the same, and any suit or suits which are now pending for any cause or causes of action, in favor of said S. & T., against said J. S., to final judgment and execution; and any executions for the cause or causes aforesaid, to cause to be satisfied by levying the same on any real or personal estate of the said J. S., and the proceeds thereof to take and apply to his or their own use; and in case of levying said executions on any real estate, the said S. & T. hereby empower the said A. B., his executors and administrators, to sell and pass deeds to convey the same, for such price or consideration, and to such person or persons, and on such terms, as he or they shall deem expedient; or, if he or they prefer it, to execute any conveyances that may be necessary to vest the title thereof in him or them, as his or their own property; but it is hereby expressly stipulated that all such acts and proceedings are to be at the proper costs and charges of the said A. B., his executors and administrators, without expense to the said S. & T.

And the said S. & T. do further empower the said A. B., his executors and administrators, to appoint such substitute or substitutes as he or they see fit, to carry into effect the objects and purposes of this authority, or any of them, and the same to revoke from time to time at his or their pleasure; the said S. & T. hereby ratifying and confirming all the lawful acts of the said A. B., his, &c., in pursuance of the foregoing authority.

In testimony, &c., [*as in General Form of Assignment.*]

Assignment of a Policy of Insurance.

Know all men by these presents, that I, the within-named A. B. for and in consideration of the sum of ——, to me paid by C. D., of, &c., (the receipt whereof is hereby acknowledged,) have granted, sold, assigned, transferred, and set over, and by these presents I do absolutely grant, sell, assign, transfer, and set over to him the said C. D., all my right, property, interest, claim and demand in and to the within policy of insurance, which have already arisen, or which may hereafter arise thereon, with full power to use my name so far as may be necessary to enable him fully to avail himself of the interest herein assigned, or hereby intended to be assigned. The conveyance herein made, and the powers hereby given, are for myself and my legal representatives to said C D. and his legal representatives.

In testimony, &c., [*as in General Form of Assignment.*]

Assignment of a Seaman's Wages.

To all persons to whom these presents shall come, A. B., of, &c. sends greeting:

Know ye, that I, the said A. B., for and in consideration of the sum of ——, in which I am justly indebted to C. D., of, &c., have hereby assigned, sold, and set over, and by these presents I do hereby assign, sell, and set over, unto the said C. D., all such sum or sums of money as are now due and owing to me, the said A. B., for wages or services on board the ship or vessel called the —— from the master or owner of said vessel, on board of which vessel I served as a mariner on her voyage from —— to ——, which has recently terminated. And to enable the said C. D. the better to recover and receive the same, I do hereby appoint him, the said C. D., my attorney irrevocable, with full power, in my name, but at his charge, to prosecute any and all persons liable therefor, and receive and recover the same, and give discharge therefor.

[Add covenants that A. B. has not released, and that he will give further assurance.]

In witness whereof, &c.

Assignment by a Debtor to Trustees,

FOR THE BENEFIT OF HIS CREDITORS.

This Indenture, made the —— day of ——, eighteen hundred and ——, by and between A. B., of ——, merchant, of the first part, C. D., of ——, of the second part, and the several persons, creditors of the said party of the first part, who have executed or shall hereafter execute or accede to these presents, of the third part, witnesseth:

That, whereas, the party of the first part is indebted to divers persons in considerable sums of money, which he is at present unable to pay in full, and he is desirous to convey all his property for the benefit of all his creditors, without any preference or priority other than that provided by law:

Now, the party of the first part, in consideration of the premises, and of one dollar paid to him by the party of the second part, hereby grants, bargains, sells, assigns, and conveys, unto the party of the second part, and his heirs and assigns, all his lands, tenements, hereditaments, goods, chattels, property, and choses in action, of every name, nature, and description, wheresoever the same may be, except such property only as is exempted by law from attachment.

To have and to hold the said premises unto the said party of the second part, and his heirs and assigns;

But in trust and confidence, nevertheless, to sell and dispose of the said real and personal estate, and to collect the said choses in action, using a reasonable discretion as to the times and modes of selling and disposing of said estate, as it respects making sales for

cash or on credit, at public auction or by private contract, and with the right to compound for the said choses in action, taking a part for the whole, where the trustee shall deem it expedient so to do; then in trust to dispose of the proceeds of the said property in the manner following, viz.:

First, To pay all such debts as by the laws of the United States or of this State are entitled to a preference in such cases;

Second, To pay the costs and charges of these presents, and the expenses of executing the trusts declared in these presents;

Third, To distribute and pay the remainder of the said proceeds to and among all the parties of the third part, rateably, in proportion to their respective debts; [*or, if there is a statute regulating the distribution, say,*] according to the true intent and meaning of an act entitled "An Act," &c.;

And, if there should be any surplus, after paying all the parties of the part in full, then in trust,

Fourth, To pay over such surplus to the party of the first part, his executors, administrators, or assigns.

And the party of the first part hereby constitutes and appoints the party of the second part his attorney irrevocable, with power of substitution, authorizing him, in the name of the party of the first part, or otherwise, as the case may require, to do any and all acts, matters, and things, to carry into effect the true intent and meaning of these presents, which the party of the first part might do if personally present.

And the party of the second part, hereby accepting these trusts, covenants to and with each of the other parties hereto, to execute the same faithfully.

And the party of the first part hereby covenants with the said trustee, from time to time, and at all times when requested, to give him all the information in his power respecting the assigned property, and to execute and deliver all such instruments of further assurance as the party of the second part shall be advised by counsel learned in the law to be necessary in order to carry into full effect the true intent and meaning of these presents.

And the parties of the third part, by signing and sealing these presents, express their assent to this assignment, and accept the provision for them made herein, pursuant to the statute aforesaid

In testimony whereof, &c., [*as in General Form of Assignment.*]

BILLS OF SALE.

A PROMISE to give goods or chattels, without a consideration of delivery, is of no effect. A bill of sale from A. to B., for the purpose of avoiding responsibility to C., is fraudulent and void.

If A. is in debt to creditors, and continues to hold property that he, by a bill of sale, has conveyed to B., fraud will be presumed. unless it can be made to appear by B., before a jury, that the sale was made without collusion, secret or implied, and in good faith. The jury have the power to determine the fairnesss or unfairness of the sale. A valuable consideration, or a legitimate debt, must be shown in evidence of good faith, or the sale will be ignored.

A bill of sale should be accompanied by a seal after the name of the assignor, sealed instruments always having more weight in law than those without.

Common Bill of Sale.

Know all men by these presents, that I, A. B., of the town of ——, in the county of ——, and State of ——, of the first part, for and in consideration of the sum of —— dollars, lawful money of the United States, to me paid by C. D., of, &c., of the second part, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do grant and convey, unto the said party of the second part, his executors, administrators, and assigns, the one equal, undivided half of six acres of wheat, now growing on the farm of O. S., in the town of —— aforesaid, one black horse, two oxen, and forty sheep, belonging to me, and now in my possession, at the place last aforesaid: (*or*, "all the goods, wares, merchandise, chattels, and effects mentioned and described in the schedule hereunto annexed, and marked A:") to have and to hold the same unto the said party of the second part, his executors, administrators, and assigns, forever. And I do, for myself, my heirs, executors, and administrators, covenant and agree, to and with the said party of the second part, his executors, administrators and assigns, to warrant and defend the sale of the said property, goods, and chattels hereby made, unto the said party of the second part, his executors, administrators, and assigns, against all and every person and persons whatsoever.

In witness whereof, I have hereunto set my hand and seal this —— day of ——, one thousand eight hundred and sixty.

Signed, sealed, and delivered in presence of } A. B. [L. S.]

M. T.

Bill of Sale of Goods.

Know all men by these presents that I, A. B., of ———, merchant, for and in consideration of the sum of nine hundred dollars,

to me in hand paid by C. D., of the same place, at and before the sealing and delivery of these presents, (the receipt whereof is hereby acknowledged,) have bargained, sold, and delivered, and by these presents do bargain, sell, and deliver, unto the said C. D., [here insert the particulars of the goods sold, *or*, say, "all the goods, wares, merchandise, chattels, and effects mentioned and described in the schedule hereunto annexed, and marked A."] To have and to hold the said goods unto the said C. D., his executors, administrators, and assigns, to his and their own proper use and benefit forever. And I, the said A. B., for myself and my heirs, executors, and administrators, will warrant and defend the said bargained goods unto the said C. D., his executors, administrators, and assigns, from and against all persons whomsoever.

In witness, &c., [*as in Common Bill of Sale.*]

Bill of Sale of a Registered or Enrolled Vessel.

Know all men by these presents, that I, A. B., of, &c., owner of the brig, or vessel, called the "Isabella," of the burden of —— tons, or thereabouts, now lying at the port of ——, for and in consideration of the sum of —— dollars, lawful money of the United States, to me paid by C. D., of the place aforesaid, the receipt whereof I hereby acknowledge, have bargained and sold, and by these presents do bargain and sell unto the said C. D., his executors, administrators, and assigns, all the hull or body of said brig, or vessel, together with the masts, bowsprit, sails, boats, anchors, cables, spars, and all other necessaries thereunto appertaining and belonging: the certificate of the registry of which said brig, or vessel, is as follows, to wit: [copy certificate of registry.] To have and to hold the said brig or vessel, and appurtenances thereunto belonging, unto the said C. D., his executors, administrators, and assigns, to his and their proper use, benefit, and behoof forever. And I do for myself, my heirs, executors, and administrators, covenant and agree, to and with the said C. D., his executors, administrators, and assigns, to warrant and defend the said brig, or vessel, and all the before-mentioned appurtenances, against all and every person and persons whomsoever.

In witness, &c., [*as in Common Bill of Sale.*]

BONDS.

A bond is the acknowledgment of a debt, duty, or obligation and it is immaterial what mode of expression is used, provided the language be sufficient to establish an acknowledgment of a debt.

All persons legally capable of making a contract, may bind themselves in a bond.

Payment may be pleaded in an action on a bond for the payment of money, though not made strictly according to the condition; and if the amount due thereon be paid after the commencement of suit, and before judgment, the action will be discontinued.

The sum equitably due, by virtue of the condition of a bond, may be set off in any action where a set-off is allowed.

A bond required by law to be given, will be deemed sufficient, if it conform substantially to the form thereof prescribed by the statute, and do not vary in any matter, to the prejudice of the rights of the party to whom, or for whose benefit, such bond shall be given.

The amount of the judgment rendered on a bond conditioned for the payment of money, is the penal sum, which is usually double the amount of the condition, in order to cover interest and costs.

A joint and several bond and warrant of attorney, signed by three persons, will not authorize a separate judgment against one, but only a joint judgment against all.

An action on a sealed instrument must be brought within twenty years after a right of action accrues.

A *bottomry* bond is an obligation founded on the joint security of a ship and its owners, and given for money borrowed, which is to be repaid on the successful termination of a voyage. At home, the bond is executed by the owners, or the master, as their agent. In a foreign country, the master has full authority to bind the owners, and pledge the ship and cargo, by a bottomry bond, in cases of necessity. Any amount of interest may be exacted, so long as the sea risk continues, irrespective of the usury laws; but when that terminates, the obligation will only draw legal interest. *Respondentia* is a contract similar to *bottomry*, except that the loan is made upon the chance of the safe arrival of the cargo. Like bottomry, it is used in cases of emergency.

Common Bond, with Condition.

Know all men by these presents: That I, A. B., of the town of ——, in the county of ——, and State of New-York, am held and

firmly bound unto C. D., of, &c., in the sum of one thousand dollars, lawful money of the United States, to be paid to the said C. D., his executors, administrators, or assigns: for which payment, well and truly to be made, I bind myself, my heirs, executors, and administrators, firmly by these presents.

Sealed with my seal. Dated, the —— day of ——, one thousand eight hundred and ——.

The condition of the above obligation is such, that if the above bounden A. B., his heirs, executors, or administrators, shall well and truly pay, or cause to be paid, unto the above named C. D., his executors, administrators, or assigns, the just and full sum of five hundred dollars, in five equal annual payments, from the date hereof, with annual interest, then the above obligation to be void; otherwise to remain in full force and virtue.

Sealed and delivered in presence of G. H. A. B. [L. S.]

Bond—Several Payments.

KNOW all men by these presents; &c., [*as in Common Bond, and then add:*] the just and full sum of five hundred dollars; in manner following, that is to say: the sum of one hundred dollars on the tenth day of —— next; the sum of two hundred dollars on the —— day of ——, 18—; and the remaining sum of two hundred dollars in one year from the said last mentioned date, together with the legal interest on the whole sum remaining unpaid at the time of each payment; then the above obligation to be void; else to remain in full force and virtue.

Sealed, &c., [*as in Common Bond.*]

Bond, with Interest Condition.

KNOW all men by these presents: &c., [*as in Common Bond, and then add:*] the just and full sum of five hundred dollars, on the —— day of ——, in the year of our Lord, 18—, and the legal interest thereon, to be computed from the day of the date hereof, and to be be paid semi-annually, on the second day of January and the first day of July, in each and every year; then the above obligation to be void: else to remain in full force and virtue. And it is hereby expressly agreed, that should any default be made in the payment of said interest, or of any part thereof, on any day whereon the same is made payable, as above expressed, and should the same remain unpaid and in arrear for the space of sixty days, then, and from thenceforth, that is to say, after the lapse of the said six ty days, the aforesaid principal sum of five hundred dollars with

all arrearages of interest thereon, shall, at the option of the said C. D., his executors, administrators, or assigns, become and be due and payable, immediately thereafter, although the period above limited for the payment thereof may not then have expired; any thing herein before contained to the contrary thereof, in any wise notwithstanding.

Sealed, &c., [*as in Common Bond.*]

Bond to a Corporation.

Know all men by these presents: That I, A. B., of, &c., am held and firmly bound unto the —— Insurance Company, in the sum of one thousand dollars, lawful money of the United States, to be paid to the said —— Insurance Company or assigns; for which payment, well and truly to be made, I bind myself, my heirs, executors and administrators, firmly by these presents.

Sealed with my seal. Dated the —— day of ——, one thousand eight hundred and ——.

The condition of the above obligation is such, that if the above bounden A. B., his heirs, executors, or administrators, shall well and truly pay or cause to be paid, unto the above named —— Insurance Company, or assigns, the just and full sum of, &c., [*as in Common Bond.*]

Bond to Executors.

Know all men by these presents: That I, A. B., of, &c., am held and firmly bound, unto E. F. and L. M., of, &c., executors of the last will and testament of S. T., deceased, late of, &c., in the sum of one thousand dollars, lawful money of the United States, to be paid to the said E. F. and L. M., executors as aforesaid, the survivors, or survivor, or his or their assigns; for which payment, well and truly to be made, I bind myself, my heirs, executors and administrators, firmly by these presents.

Sealed with my seal. Dated the —— day of ——, one thousand eight hundred and ——.

The condition of the above obligation is such, that if the above bounden A. B., his heirs, executors, or administrators, shall well and truly pay, or cause to be paid, unto the above named E. F. and L. M., executors as aforesaid, the survivors, or survivor, or his or their assigns, the just and full sum of, &c., [*as in Common Bond.*]

Legatee's Bond.

Know all men by these presents: That we, A. B. and C. D., of, &c., are held and firmly bound unto E. F. and L. M., of, &c., execu-

tors of the last will and testament of S. T. deceased, late of the town of ——, in the sum of one thousand dollars, lawful money of the United States, to be paid to the said E. F. and L. M., executors, as aforesaid, the survivors, or survivor, or his or their assigns; for which payment, well and truly to be made, we bind ourselves, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated the —— day of ——, one thou sand eight hundred and ——.

Whereas, in and by the last will and testament of the said S. T., deceased, a legacy of one hundred dollars is bequeathed to the said A. B., which has been paid to him by the said E. F. and L. M., executors as aforesaid:

Now the condition of this obligation is such, that if any debts against the deceased, above named, shall duly appear, and which there shall be no other assets to pay, and if there shall be no other assets to pay other legacies, or not sufficient, that then the said A. B. shall refund the legacy so paid, or such rateable proportion thereof, with the other legatees of the deceased, as may be necessary for the payment of such debts, and the proportional parts of other legacies, if there be any, and the costs and charges incurred by reason of the payment of the said A. B.; and that if the probate of the will of the said deceased be revoked, or the will declared void, then the said A. B. shall refund the whole of the legacy, with interest, to the said E. F. and L. M., their executors, administrators, or assigns.

Sealed, &c., [*as in Common Bond.*] A. B. [L. S.]
C. D. [L. S.]

Indemnity Bond to Sheriff.

Know all men by these presents; That we, A. B., L. G., and H. R., are held and firmly bound unto C. D., Sheriff of the county of ——; Whereas the above bounden A. B. did obtain a judgment in the Supreme Court of the State of New York, on the —— day of ——, 18—, against E. F., for —— dollars and —— cents, damages and costs, whereupon execution has been issued, directed and delivered to the said C. D., Sheriff, as aforesaid, commanding him, that of the goods and chattels of the said E. F., he should cause to be made the damages and costs aforesaid. And, whereas, certain goods and chattels that appear to belong to the said E. F., are claimed by L. M., of, &c.: Now, therefore, the condition of this obligation is such, that if the above bounden A. B. shall well and truly keep and bear harmless, and indemnify the said C. D., Sheriff as aforesaid, and all and every person and persons aiding and assisting him in the premises, of and from all harm, let, trouble, damages, costs, suits, actions, judgments, and executions, that shall, or may, at any time arise, come, or be brought against him, them,

or any of them, as well for the levying and making sale, under and by virtue of such execution, of all or any goods and chattels which he or they shall or may judge to belong to the said E. F., as for entering any shop, store, building, or other premises, for the taking of any such goods and chattels, then this obligation to be void; else to remain in full force and virtue.

Sealed, &c., [*as in Common Bond.*]

Bond, with Warrant of Attorney to confess Judgment.

Know all men, &c., [*as in Common Bond, and then add:*] the just and full sum of five hundred dollars, on demand, then the above obligation to be void; else to remain in full force and virtue.

Sealed, &c., [*as in Common Bond.*] A. B. [L. S.]

Whereas I, A. B., of, &c., am held and firmly bound unto C. D., of, &c., by a certain bond or obligation, of this date, in the penal sum of one thousand dollars, conditioned for the payment of five hundred dollars, on demand: Now, therefore, I do authorize and empower any attorney, in any court of record in the State of New-York, to appear for me at the suit of the said obligee, or his representatives, in an action of debt, and confess judgment against me upon the said bond or obligation, or for so much money borrowed, of any term, or vacation of term, antecedent or subsequent to this date; and to release to the said obligee all errors that may intervene in obtaining said judgment, or in issuing execution on the same.

Signed and sealed this —— day of ——, A. D., 18—.

In presence of } A. B. [L. S.]
G. H. }

Bond to execute a Conveyance.

Know all men, &c., [*as in Common Bond to the condition, and then add:*] The condition of the above obligation is such, that if the above bounden A. B., on or before the —— day of —— next, or, in case of his death before that time, if the heirs of the said A. B., within three months after his decease, (if such heirs shall then be of full age, or, if within age, then within three months after such heirs shall be of full age,) shall and do, upon the reasonable request, and at the cost and charge of the said C. D., his heirs or assigns, make, execute, and deliver, or cause so to be, a good and sufficient warranty deed, in fee simple, free from all incumbrance, and with the usual covenants, of the following described premises, to wit: all, &c., [*describe the premises:*] then the above obligation to be void: else to remain in full force and virtue.*

Sealed, &c., [*as in Common Bond.*]

* The above form may be readily varied, if the condition should be to procure an heir at law to convey, when of age; and a clause may be added to warrant and defend the obligee, in the quiet enjoyment of the premises, until such conveyance be executed.

Bond of an Officer of a Bank, or Company.

Know all men, &c.: [*as in Bond to a Corporation, substituting the name of the bank for that of the company, if necessary, and then add:*] Whereas the above bounden A. B. has been chosen and appointed cashier, [*or*, teller, *or*, treasurer, *as the case may be*,] of the —— Company; [*or*, bank;] by reason whereof divers sums of money, goods and chattels, and other things, the property of the said company, [*or*, bank,] will come into his hands: Now, therefore, the condition of the above obligation is such, that if the said A. B., his executors, or administrators, at the expiration of his said office, upon request to him or them made, shall make or give unto the said company [*or*, bank,] or their agent, or attorney, a just and true account of all such sum or sums of money, goods and chattels, and other things, as have come into his hands, charge, or possession, as cashier, [*or*, teller, *or*, treasurer,] as aforesaid, and shall and do pay and deliver over to his successor in office, or any other person duly authorized to receive the same, all such balances, or sums of money, goods and chattels, and other things, which shall appear to be in his hands, and due by him to the said company; [*or*, bank;] and if the said A. B. shall well and truly, honestly and faithfully, in all things, serve the said company, [*or*, bank,] in the capacity of cashier, [*or*, teller, *or*, treasurer,] as aforesaid, during his continuance in office, then the above obligation to be void; else to remain in full force and virtue.

Sealed, &c., [*as in Common Bond.*]

Bond of Indemnity to a Surety in a Bond.

Know all men, &c.: [*as in Common Bond to the condition, and then add:*] Whereas the said C. D., at the special instance and request of the above bounden A. B., has bound himself, together with the said A. B., unto one E. F., of, &c., in a certain obligation, bearing even date herewith, in the penal sum of one thousand dollars, lawful money of the United States, conditioned for the payment of the sum of five hundred dollars, due and owing by the said A, B. to the said E. F., on, &c.: [*as in the bond; or, if a bail bond be referred to, say*—conditioned for the appearance of the said A. B., &c.: *or*, conditioned that the said A. B. shall put in special bail, &c.] Now, therefore, the condition of the above obligation is such, that if the said A. B. shall well and truly perform and fulfil the condition of the said bond executed to the said E. F., in manner and form as he is therein required to do, and at all times hereafter save harmless the said C. D., his heirs, executors and administrators, of and from the said obligation, and of and from all actions, costs and damages, for or by reason thereof, then this obligation to be void; else to remain in full force and virtue.

Sealed, &c., [*as in Common Bond.*]

Bond of Indemnity on paying Lost Note.

Know all men, &c.: [*as in Common Bond*:] Whereas, the said C. D., on the —— day of ——, 18—, did make, execute and deliver, unto the above bounden A. B., for a valuable consideration, his promissory note, for the sum of one hundred dollars, written due and payable, on or before the —— day of ——, then next, with interest, which said promissory note the said A. B., since the delivery of the same to him, as aforesaid, has in some manner, to him unknown, lost out of his possession; and whereas the said C. D. hath this day paid unto the said A. B. the sum of —— dollars, the receipt whereof the said A. B. doth hereby acknowledge, in full satisfaction and discharge of the said note, upon the promise of the said A. B. to indemnify and save harmless the said C. D. in the premises, and to deliver up the said note, when found, to the said C. D., to be cancelled: Now, therefore, the condition of this obligation is such, that if the above bounden, A. B., his heirs, executors, or administrators, or any of them, do and shall, at all times hereafter, save and keep harmless the said C. D., his heirs, executors, and administrators, of, from, and against the promissory note aforesaid, and of and from all costs, damages and expenses, that shall or may arise therefrom; and also deliver, or cause to be delivered up the said note, when found, to be cancelled, then this obligation to be void: else to remain in full force and virtue.

Sealed, &c., [*as in Common Bond.*]

Bond for Performance, to be endorsed on a Contract or Agreement.

Know all men, &c.: [*as in Common Bond*:] The condition of this obligation is such, that if the above bounden A. B., his executors, administrators, or assigns, shall, in all things, stand to and abide by, and well and truly keep and perform, the covenants, conditions and agreements in the within instrument contained, on his or their part to be kept and performed, at the time, and in the manner and form therein specified, then the above obligation shall be void: else to remain in full force and virtue.

Sealed, &c., [*as in Common Bond.*]

Bottomry Bond.

Know all men by these presents, that I, A. B., master, and one third owner of the ship Isabella, for myself and C. D., who owns the other two thirds of said ship, am held and firmly bound unto E. F., in the penal sum of two thousand dollars, lawful money, for the payment of which to the said E. F., his heirs, executors, administrators, or assigns, I hereby bind myself, my heirs, executors and administrators, firmly by these presents.

Sealed with my seal. Dated, the —— day of ——, A. D., 18—.

Whereas the above bounden A. B. hath taken up and received

of the said E. F. the just and full sum of one thousand dollars, which sum is to run at respondentia, on the block and freight of the said Isabella, whereof the said A. B. is now master, from the port of ——, on a voyage to the port of ——, having permission to touch, stay at, and proceed to call, at all ports and places within the limits of the voyage, at the rate of premium of —— per cent. for the voyage: In consideration whereof, usual risks of the sea, rivers, enemies, fires, pirates, &c., are to be on account of the said E. F. And for further security of the said E. F., the said A. B. doth, by these presents, mortgage and assign over to the said E. F., his heirs, executors, administrators, and assigns, the said ship Isabella and her freight, together with all her tackle, apparel, &c.: And it is hereby declared, that the said ship Isabella, and her freight, is thus assigned over for the security of the respondentia taken up by the said A. B., and shall be delivered to no other use or purpose whatever, until payment of this bond is first made, with the premium that may become due thereon.

Now, therefore, the condition of this obligation is such, that if the above bounden A. B., his heirs, executors, or administrators, shall and do well and truly pay, or cause to be paid, unto the said E. F., or to his attorneys, legally authorized to receive the same, his or their executors, administrators, or assigns, the just and full sum of one thousand dollars, being the principal of this bond, together with the premium which shall become due thereon, at or before the expiration of twenty days after the arrival of the ship Isabella at the port of ——; or, in case of the loss of the said ship, such an average as by custom shall have become due on the salvage, then this obligation is to be void; otherwise to remain in full force and virtue.

Having signed to three bonds of the same tenor and date, the one of which being accomplished, the other two to be void and of no effect.

Sealed and delivered, in presence of G. H. — A. B., for self and C. D. [L. S.]

CHATTEL MORTGAGES.

A CHATTEL mortgage from A. to B., if not accompanied by immediate delivery of the property, will be void to A.'s creditors unless the mortgage, or a true copy, be filed in the Clerk's or Register's office of the town, city, or county, where A. resides, and where the property lies at the time of the execution of the instrument. The creditors have the right to test the good faith of the mortgage before a jury, and if collusion can be shown, it will be

annulled. Until forfeiture by non-performance on the part of A. to comply with the conditions of the mortgage, his interest in it may be levied on and sold by creditors under an execution. Where no time is specified in the mortgage, seven days' notice of the sale is sufficient.

Bill of Sale and Chattel Mortgage.

Know all men by these presents, that I, A. B., of, &c., in consideration of one dollar to me paid by C. D., of, &c., the receipt whereof I hereby acknowledge, have, and by these presents do grant, bargain, sell, assign, transfer, and set over, unto the said C. D. and his assigns, forever, the following goods, chattels, and property, to wit: [*specify the articles*, or, "as in the schedule annexed and marked A."] Whereas I, the said A. B., am justly indebted to the said C. D. in the sum of one hundred and fifty dollars, on account, for money had and received, and goods sold and delivered, [*or*, on a promissory note, dated, &c., and due ——— months from date,] to be paid to the said C. D., or his assigns, on the ——— day of ———, 18—, with the legal interest thereon from the day of the date hereof.

Now, the condition of the above bill of sale is such, that if the said A. B. shall well and truly pay to the said C. D., or to his agent, attorney, or assignee, the above-mentioned demand, [*or*, demands,] at the time, and in the manner and form above expressed, and shall keep and perform the covenants and agreements above contained, on his part to be kept and performed, according to the true intent and meaning thereof, then the above bill of sale shall be void: Otherwise, on the neglect and failure of the said A. B. to pay the said demand, [*or*, demands,] or to keep and perform the said covenants and agreements as above expressed, then, and in that case, the said C. D. and his assigns are hereby authorized and empowered to sell the above described goods, chattels, and property, [*or*, the goods, &c., described in the schedule hereunto annexed, as aforesaid.] or any part thereof, at public or private sale, at his or their option, and to retain from the proceeds of such sale, in his or their hands, sufficient to pay and satisfy the whole amount of the above-mentioned demand, [*or*, demands,] with the legal interest thereon, which shall be due at the time of such sale, and all costs, charges, and expenses incurred by the said C. D., or his assigns, in consequence of the neglect and failure of the said A. B., as aforesaid; rendering the overplus, if any, to the said A. B., or to his heirs, executors, administrators, or assigns, on demand. [The said C. D. and his assigns are hereby authorized, for further security, to take the said goods, chattels, and property, into his or their possession, at any time he or they may think proper.]

In witness whereof, I have hereunto set my hand and seal, this —— day of ——, in the year one thousand eight hundred and sixty.

Sealed and delivered in presence of } A. B. [SEAL.]

Common Chattel Mortgage.

THIS Indenture, made the —— day of, &c., between A. B., of, &c., of the first part, and C. D., of, &c., of the second part, witnesseth: That the said party of the first part, in consideration of the sum of —— dollars, to him duly paid, hath sold, and by these presents doth grant and convey, to the said party of the second part, and his assigns, the following described goods, chattels, and property, [*here describe them, or refer to them thus*, "as in the schedule annexed,"] now in my possession, at the —— of —— aforesaid; together with the appurtenances, and all the estate, title, and interest of the said party of the first part therein. This grant is intended as a security for the payment of one hundred and fifty dollars, with interest, on or before the expiration of one year from the date hereof; and the additional sum of one hundred and sixty dollars, with interest, on the —— day of ——, 18—: which payments, if duly made, will render this conveyance void.

In witness, &c., [*as in Bill of Sale and Chattel Mortgage.*]

CONDITIONAL CLAUSE AS TO POSSESSION.

PROVIDED, nevertheless, [*or*, And provided also,] that, until default by the party of the first part in the performance of the conditions aforesaid, it shall and may be lawful for him to keep possession of the property above mentioned and described, and to use and enjoy the same; but if the said party of the first part shall attempt to sell the same, or any part thereof, or to remove the same out of the county of ——, without notice to the said party of the second part, or his assigns, and without his, or their, assent to such sale or removal, to be expressed in writing, then it shall be lawful for the said party of the second part, or his assigns, to take immediate possession of the whole of said property, to his, or their own use.

Chattel Mortgage to Secure a Debt.

WHEREAS I, A. B., of the town of ——, in the county of ——, and State of ——, am justly indebted unto C. D., of, &c., in the sum of —— dollars, on account, to be paid on or before the —— day of —— next, with interest from this date: Now, therefore, in consideration of such indebtedness, and in order to secure the pay-

ment of the same, as aforesaid, I do hereby sell, assign, transfer, and set over, unto the said C. D., the property mentioned and described in the schedule hereinunder written; Provided, however, that if the said debt and interest be paid, as above specified, this sale and transfer shall be void; and this grant is also subject to the following conditions:

The property hereby sold and transferred is to remain in my possession until default be made in the payment of the debt and interest aforesaid, or some part thereof, unless I shall sell, or attempt to sell, assign, or dispose of, the said property, or any part thereof, or suffer the same unreasonably to depreciate in value; in which case the said C. D. may take the said property, or any part thereof, into his own possession.

Upon taking said property, or any part thereof, into his possession, either in case of default, or as above provided, the said C. D. shall sell the same at public or private sale; and after satisfying the aforesaid debt and the interest thereon, and all necessary and reasonable costs, charges and expenses, incurred by him, out of the proceeds of such sale, he shall return the surplus to me or my representatives.

In witness, &c., [*as in Bill of Sale and Chattel Mortgage.*]

STATEMENT TO BE FILED WITH THE COPY, WITHIN THIRTY DAYS PRECEDING THE EXPIRATION OF THE YEAR.

—— COUNTY, TOWN OF ——, *ss.*

I, C. D., the mortgagee, [*or*, E. F., the assignee of C. D., the mortgagee,] named in the within [*or*, annexed] instrument, do hereby certify, that the sum of ninety-seven dollars and ten cents is claimed by me to be due thereupon, at the date hereof: which sum constitutes the amount of my interest in the property therein mentioned and described. Dated the —— day of ——, 18—.

In presence of } C. D., Mortgagee,
F. E. } [*or*, M. L. Assignee.]

Notice of Sale on Chattel Mortgage.

MORTGAGE SALE.

BY virtue of a chattel mortgage executed by A. B. to C. D., dated the —— day of ——, 18—, and filed in the office of the Register of the city of ——, [*or*, the County Clerk of the county of ——: *or*, the Town Clerk of the town of ——,] on the —— day of ——, in the year aforesaid, and upon which default has been made, I shall sell the property therein mentioned and described, viz.: [*mention*

the articles,] at public auction, at the house of ——, in the city [*or*, town] of —— aforesaid, on the —— day of —— instant, [*or*, next,] at ten o'clock in the forenoon of that day. Dated at ——, the —— day of ——.

C. D., Mortgagee,
[*or*, M. L., Assignee.]

PATENTS.

PATENTS are granted to inventors or discoverers of any new and useful art, machine, manufacture, or composition of matter, and to new and useful improvements on any art, machine, manufacture, or composition of matter, not known or used by others before the applicant's invention or discovery thereof. Patents of this description extend for the term of fourteen years.

Patents are also granted for original designs for printing on cotton, woollen, silk, and other fabrics; for designs for manufacturers; for designs in bas-relief, alto and bas-relievo; patterns, prints, pictures, paintings, impressions, casts, ornaments, compositions, bust statues, shapes and configurations of every kind—in all cases provided they have not before been known to or used by others. Patents of this description extend for seven years.

A written description and duplicate drawings, with written references of the invention in all its details, must accompany the application for a patent. If it be only an improvement or an invention, the description must distinctly specify the improvement or improvements, and the application of the principle which the applicant claims as his own. If it be a machine of any description, a model, not exceeding one square foot in size, of the same must be delivered to the Commissioner; if a composition, a specimen of the ingredients and of the composition itself must be delivered at the Patent Office.

Before applying for a patent, an inventor may file in the Patent Office a caveat, setting forth the design and purposes of his invention. If an application be made within twelve months for a patent for an invention which may interfere with that specified in the caveat, the Commissioner is required by Congress to notify the filer of the caveat of the same, who will in turn be required to file his specifications, &c., within three months from the receipt of such notice.

All citizens may, of course, apply for a patent. Patents will also be granted to all aliens who shall have resided one year in the United States, and taken the oath of intention to become citizens on the same conditions as a full citizen.

A patent may be assigned, in whole or in part, by an instrument to that effect in writing. All such assignments must be recorded in the Patent Office within three months from the date of the same.

In some States, (New-York among others,) every resident married woman, who may have obtained a patent for her own invention, may hold and enjoy the same and all the profits arising therefrom, free of her husband and his creditors. She may transfer and dispose of the same, as if she were unmarried; but she cannot contract debts to be discharged at any future time.

Should an inventor die before he has secured a patent for his invention, the right of applying for and obtaining such patent devolves on the administrator or executor of such person, in trust for the heirs at law of the deceased, if he died intestate; but if otherwise, then in trust for his devisees, in as full and ample manner, and under the same conditions, limitations, and restrictions, as the same was held, claimed, or enjoyed by the inventor in his or her lifetime; and when application for a patent is made by such legal representatives, the oath or affirmation which the inventor, had he lived, would have been called upon to make to the originality of his invention, will be so varied as to be applicable to them.

Stamping or attaching the name of any patentee on any article without his authority, or attaching the words "patent" or "letters patent," or the stamp, mark, or device of any patentee, on an unpatented article, is forbidden, and subjects the party or parties so guilty to a fine of one hundred dollars for each offence.

Patentees or their assignees are required to affix the date of the patent on each article vended or offered for sale, under a like penalty—thus affording to the public notice of the duration of the patent. When the article is of such a character that the name of the patentee cannot be printed or affixed thereto, it must be printed or affixed to the case or package containing it.

All drawings of an invention must be signed by the inventor and attested by two witnesses. Each drawing must be on a separate sheet, distinct from the specifications, and made on stiff drawing-paper.

Duplicate drawings are indispensable, as one must accompany the patent, and one be kept on file in the office.

Models must be sent to the Patent Office, and the express charges prepaid.

A foreigner can assign his right in his invention to an American citizen, who is privileged, as assignee, to take out a patent in his own name

When a foreigner assigns his invention to an American citizen, the same fee will be required of the American assignee as if the patent issued to the inventor.

An inventor or discoverer can assign his entire right before obtaining a patent, so as to enable the assignee to take out a patent in his own name. The assignment, however, must first be recorded in the Patent Office, and the application therefor be duly made, and the specification drawings, &c., signed and sworn to by the inventor.

When an invention has been assigned before the issue of a patent, the correspondence should be in the name of the assignee, he being the only party to interest.

An inventor may take out a patent in a foreign country without forfeiting his right to a patent in the United States, provided his invention has not been in public use, with his knowledge and consent, in the United States, previous to his application. In every such instance, the patent is limited to the single term, fourteen years.

The mere introducer of an invention from a foreign country is not entitled to a patent.

If a foreigner who takes out a patent in the United States, fails to put his invention on sale in the United States, on reasonable terms, for eighteen months, the patent for the same becomes void.

An application for a patent for a design, pattern, &c., must be made in the same manner as for an invention.

A patentee is privileged, at any time, on the payment of a further sum of fifteen dollars, to have any subsequent improvements added to his original specifications, and the same shall have the same effect, in law, as though it had been embraced in the original description and specification. In every such instance, however, the claim in the original patent is subject to a re-examination. If the improvement cannot be added, it may be secured by a separate patent.

When an application for a patent is rejected, the inventor can appeal from the decision of the Commissioner to a resident Judge of the Supreme Court. If the applicant is satisfied with the grounds of rejection, he may withdraw his application, in which case two thirds of the original fee will be returned; but no part of the fee will be returned on the withdrawal of the application, after an appeal has been taken from the decision of the Commissioner.

When an applicant for a re-issue desires to cancel an old patent, to correct a mistake or error from inadvertence, he should state this fact in his application, and surrender the old patent, which must be deliv

ered at the Patent Office before a new patent will be granted. If nothing new can be claimed, the re-issue cannot be granted. The returning of the original patent is optional with the Commissioner.

Patent fees may be paid to the following officers, on account of the treasury of the United States, who will give a duplicate receipt, which should be forwarded to the Commissioner at the Patent Office at Washington as evidence thereof: Treasurer of the Mint at Philadelphia; of the Branch Mint at New-Orleans; Assistant Treasurers of the United States in Boston, New-York, St. Louis, and Charleston; Surveyor and Inspector at Pittsburgh; Collectors at Baltimore, Wilmington, N. C., Norfolk, Richmond, Savannah, Mobile, and Buffalo Creek, N. Y.; Surveyors of the Customs at Cincinnati and Nashville; and the Receivers of Public Moneys at Chicago, (Ill.,) Detroit, (Mich.,) Jeffersonville, (Ind.,) and Little Rock, (Ark.)

Money sent to the Patent Office by mail is at the risk of the sender; and all money sent from the office by mail is at the risk of the person who desires to have it forwarded to him in that way. Money should never be sent inclosed with models.

The Patent Office will make no original drawings to accompany applications for patents. It only furnishes copies of them after the patent has been found to be complete.

Joint inventors are entitled to a joint patent; but neither can obtain one separately.

Inventors who send descriptions of their inventions to the Patent Office for the purpose of learning whether they are new, only give themselves useless trouble, as no answers will be returned. Examinations of descriptions of new inventions are only made when applications are made for letters patent.

The only information that can be obtained at the Patent Office is that contained in the pamphlet copy of the patent laws and in the official circular.

Personal attendance at the Patent Office, when applying for a patent is unnecessary. The business can be done by correspondence with the Commissioner, who alone is authorized to correspond upon the business of the office. When the procurement of a patent is intrusted to an agent, all interference on the part of the inventor is precluded; as the Commissioner will not confer or correspond with both.

A decision respecting the claims of an invention to a patent, by one Commissioner, cannot be disturbed by his successor. The only remedy is by an appeal from his decision.

EXTENSION OF PATENTS.

Hundreds of valuable patents are annually expiring which might readily be extended, and if extended, might prove the source of wealth to their possessors.

Very many patents are suffered to expire without any effort at extension, owing to the ignorance of the patentees, the mode of procedure in order to obtain a renewed grant.

When an inventor has failed to receive a sufficient reward for his invention, during the existence of the original patent, he may apply to the Commissioner for an extension of the term; and the Commissioner, on the presentation of proper proofs touching the amounts received by the applicant, the value of the invention, &c., is empowered to extend the patent for seven years.

The proceedings and papers required for an extension are as follows:

1. Payment of $40 government fee into the treasury. 2. Filing of petition for extension at least sixty-five days prior to the expiration of the patent. 3. Appointment of the day of hearing and publication of the application for extension in newspapers selected by the Commissioner, etc. 4. Surrender of the existing patent to the Commissioner. 5. Filing of statement by the patentee, in writing, under oath, of the ascertained value of the invention, with his receipts and expenditures in sufficient detail to exhibit the profits and losses arising from the invention. 6. Statements, under oath, of disinterested witnesses, supporting the petition. 7. Reference of the case to an examining officer. 8. Report of the Examiner to the Commissioner. 9. Hearing before the Commissioner, at which the arguments by counsel on both sides, for and against the extension, will be heard.

All the documents connected with extensions require to be carefully drawn up and attended to, as any failure, discrepancy, or untruth in the proceedings or papers—is liable to defeat the application. Applicants for extensions should always place the management of their cases, from first to last, in the hands of faithful and experienced patent attorneys, Ordinary lawyers or agents, who have had no experience in extension cases, should never undertake them.

Patent Fees.

If a citizen of the United States, the fee for a patent is	$30 00
If a foreigner who has declared his intentions of becoming a citizen of the United States, - - -	30 00

If a subject of the crown of Great Britain,	$500 00
If a subject of any other country,	300 00
For entering a caveat,	20 00
Entering an application for an appeal from the decision of the Commissioner,	25 00
Extending a patent beyond fourteen years,	40 00
Adding to a patent a subsequent improvement,	15 00
Surrender of an old patent for re-issue to correct an inadvertent error or mistake,	15 00
Application for a design,	15 00
For each copy of a patent, or any paper on file, for each hundred words,	10
On all assignments, &c., containing less than 300 words,	1 00
On all assignments, &c., containing over 300 and less than 1000 words,	2 00
On all assignments, &c., containing over 1,000 words,	3 00

Form of Petition.

To the Commissioner of Patents:

THE petition of A. B., of ——, in the county of ——, and State of ——, respectfully represents: That your petitioner has invented a new and improved mode of preventing steam-boilers from bursting, which he verily believes has not been known or used prior to the invention thereof by your petitioner. He therefore prays that letters patent of the United States may be granted to him therefor, vesting in him, and his legal representatives, the exclusive right to the same, upon the terms and conditions expressed in the act of Congress in that case made and provided: he having paid thirty dollars into the treasury, and complied with the other provisions of the said act.

A. B.

Specification.

To all whom it may concern:

BE it known, that I, A. B., of ——, in the county of ——, and State of New-York, have invented a new and improved mode of preventing steam-boilers from bursting; and I do hereby declare, that the following is a full and exact description of the same:

The nature of my invention consists in providing the upper part of a steam-boiler with an aperture, in addition to that for the safety-valve, which aperture is to be closed by a plug, or disk, of alloy, which will fuse at any given degree of heat, and permit the steam to escape, should the safety-valve fail to perform its functions. To enable others skilled in the art to make and use my in

vention, I will proceed to describe its construction and operation: construct my steam-boiler in any of the known forms, and apply thereto gauge-cocks, a safety-valve, and the other appendages of such boilers; but in order to obviate the danger arising from the adhesion of the safety-valve, and from other causes, I make a second opening in the top of the boiler, similar to that made for the safety-valve, as shown at A, in the accompanying drawing; and in this opening I insert a plug, or disk, of fusible alloy, securing it in its place by a metal ring and screws, or otherwise. This fusible alloy, I in general compose of a mixture of lead, tin, and bismuth, in such proportions as will insure its melting at a given temperature, which must be that to which it is intended to limit the steam, and will, of course, vary with the pressure the boiler is intended to sustain. I surround the opening containing the fusible alloy, by a tube, B, intended to conduct off any steam which may be discharged therefrom. When the temperature of the steam in such a boiler rises to its assigned limit, the fusible alloy will melt, and allow the steam to escape freely, thereby securing it from all danger of explosion. What I claim as my invention, and desire to secure by letters patent, is the application to steam boilers of a fusible alloy, which will melt at a given temperature, and allow the steam to escape, as herein described, using any metallic compound which will produce the intended effect.

Witness, E. F. A. B.
G. H.

Specification of a Machine.

[*Where the specification is of an improvement, the original invention should be disclaimed, and the claim confined entirely to the improvement.*]

To all whom it may concern:

Be it known, that I, A. B., of ——, in the county of ——, and State of ——, have invented a new and useful machine for ——, [*state the use and title of the machine; if the application is for an improvement, it should read thus:* a new and useful improvement on a (*or* on the) machine, &c.,]: and I do hereby declare that the following is a full, clear, and exact description of the construction and operation of the same, reference being had to the annexed drawings, making a part of this specification, in which figure 1 is a perspective view; figure 2, a longitudinal elevation; figure 3, a transverse section, &c. [Describe all the sections of the drawings, and refer to the parts by letters. Then give a detailed description of the construction and operation of the machine, and conclude with the claim, which should express the nature and character of the invention, and identify the part or parts claimed, separately, or in combination.]

Witness, C. D. A. B
E. F.

Oath to Accompany Specification.

County of ——, State of ——, *ss.*

On this —— day of ——, 18—, before the subscriber, a Justice of the Peace in and for the said county, personally appeared the within-named A. B., and made solemn oath (*or*, affirmation,) that he verily believed himself to be the original and first inventor of the mode herein described for preventing steam-boilers from bursting: and that he did not know, or believe, that the same was ever before known or used; and that he was a citizen of the United States. J. K., Justice of the Peace.

Application for a Patent on a Design.

To the Commissioner of Patents:

The petition of A. B., of the town of ——, and county of ——, in the State of ——, respectfully represents: That your petitioner has invented or produced a new and original design or figure, to be stamped or printed on fabrics, which, when thus printed, are termed ginghams, which he verily believes has not been known prior to the invention or production thereof by your petitioner. He therefore prays that letters patent of the United States may be granted to him therefor, vesting in him and his legal representatives the exclusive right to the same, upon the terms and conditions expressed in the act of Congress in that case made and provided; he having paid fifteen dollars into the treasury, and complied with the other provisions of the said act. A. B.

Certificate of a Deposit of the Patent Fee.

The Bank of ——.

The Treasurer of the United States has credit at this office, for —— dollars in specie, deposited by A. B., of the town of ——, in the county of ——, and State of ——, the same being for a patent for a force pump [*or, as the case may be.*]

Withdrawal, with Accompanying Receipt.

To the Commissioner of Patents:

Sir: I hereby withdraw my application for a patent for improvements in the force pump, now in your office, and request that twenty dollars may be returned to me by mail, agreeably to the act of Congress authorizing such withdrawal.

WASHINGTON, April 15, 1860.

RECEIVED of the Treasurer of the United States, per Hon. C. D., Commissioner of Patents, twenty dollars, being the amount refunded on withdrawing my application for a patent for improvements, &c. A. B.

Surrender of a Patent for Re-issue.

To the Commissioner of Patents:

THE petition of A. B., of ——, in the county of ——, and State of ——, respectfully represents; That he did obtain letters patent of the United States, for an improvement in the steam engine, which letters patent are dated on the —— day of ——, 18—; that he now believes that the same is inoperative and invalid, by reason of a defective specification, which defect has arisen from inadvertence and mistake. He therefore prays that he may be allowed to surrender the same, and requests that new letters patent may issue to him for the same invention, for the residue of the period for which the original patent was granted, under the amended specification herewith presented; he having paid fifteen dollars into the treasury of the United States, agreeably to the requirements of the act of Congress, in that case made and provided. A. B.

Assignment of a Patent Right.

WHEREAS, letters patent, bearing date the —— day of ——, A. D. 18—, were granted and issued by the government of the United States, under the seal thereof, to A. B., of, &c., for an improvement in machinery, for [here insert the design or object of the invention, together with a general description of the same], a more full and particular description whereof is annexed to the said letters patent, in a schedule, by which letters patent, the full and exclusive right and liberty of making and using the said invention, and of vending the same to others to be used, was granted to the said A. B., his heirs, executors, administrators, and assigns, for the term of fourteen years from the date thereof: Now, therefore, this indenture witnesseth: That I, the said A. B., for and in consideration of the sum of —— dollars, to me in hand paid, by C. D., of, &c., the receipt whereof is hereby acknowledged, have granted, assigned, and set over, and by these presents do grant, assign, and set over, unto the said C. D., his executors, administrators, and assigns, the said letters patent, and all my right, title, and interest, in and to the said invention, so granted unto me; to have and to hold the said letters patent and invention, unto the said C. D., his executors, administrators, and assigns, in as full and ample a manner, to all intents and purposes, as I might have or hold the same

were these presents not executed, for and during the rest and residue of the said term of fourteen years.

In witness whereof, I have hereunto set my hand and seal, this —— day of ——, 18—.

In presence of { G. H. E. F. } A. B. [L. S.]

Assignment of the Right in a Patent for One or More States.

WHEREAS, I, A. B., of ——, in the county of ——, and State of ——, did obtain letters patent of the United States, for certain improvements in ——, which letters patent bear date the —— day of ——, 18—; and whereas, C. D., of ——, aforesaid, is desirous of acquiring an interest therein: Now this Indenture *witnesseth:* That for and in consideration of the sum of two thousand dollars, to me in hand paid, the receipt whereof is hereby acknowledged, I have assigned, sold, and set over, and do hereby assign, sell, and set over, all the right, title, and interest, which I have in the said invention, as secured to me by said letters patent, for, to, and in, the several States of ——, ——, and ——, and in no other place or places: the same to be held and enjoyed by the said C. D., for his own use and behoof, and for the use and behoof of his legal representatives, to the full end and term for which the said letters patent are or may be granted, as fully and entirely as the same would have been held and enjoyed by me, had this assignment and sale not have been made.

In witness, &c., [*as in Assignment of a Patent.*]

Assignment before Obtaining Letters Patent.

WHEREAS, I, A. B., of ——, in the county of ——, and State of ——, have invented certain new and useful improvements in ——, for which I am about to make application for letters patent of the United States; and whereas, C. D., of ——, aforesaid, has agreed to purchase from me all the right, title, and interest, which I have, or may have, in and to the said invention, in consequence of the grant of letters patent therefor, and has paid to me, the said A. B., the sum of five thousand dollars, the receipt of which is hereby acknowledged: Now this Indenture *witnesseth:* That for and in consideration of the said sum to me paid, I have assigned and transferred, and do hereby assign and transfer, to the said C. D., the full and exclusive right to all the improvements made by me, as fully set forth and described in the specification which I have prepared and executed, preparatory to the obtaining of letters patent therefor. And I do hereby authorize and request the Commissioner of Patents to issue the said letters patent to the said C.

D., as the assignee of my whole right and title thereto, for the sole use and behoof of the said C. D. and his legal representatives.

In witness, &c., [*as in Assignment of a Patent.*]

[PERSONS desiring other information concerning the procuring of letters patent than is contained in the laws and practice given above, can obtain all such advice, free of charge, by addressing MUNN & Co., Editors of the *Scientific American*, 37 Park Row, New-York City.

Messrs. Munn & Co. have been engaged as solicitors of patents for fifteen years, and they have recently associated with them Hon. Charles Mason, formerly Commissioner of Patents, which renders their facilities complete for doing all kinds of patent business. More than *one third* of all the patent business of the United States is transacted by this firm. Any letters of inquiry in regard to the law or practice of the Patent Office they will cheerfully answer, without charge; they also examine models and drawings of new inventions, and render advice as to the prospects of obtaining patents, etc., free of expense |

MASTER AND APPRENTICE.

Apprentice's Indenture.

This Indenture witnesseth: That A. B. of the town of ——, in the county of ——, and State of ——, now aged fifteen years, by and with the consent of C. B., his father, [*or*, mother,] endorsed hereupon, hath voluntarily, and of his own free will and accord, put and bound himself apprentice to E. F., of the town of, &c., to learn the art, trade, and mystery of tailoring; and as an apprentice to serve from this date, for, and during, and until the end and term of five years next ensuing, [*or*, until the said A. B. shall have attained the age of twenty-one years, which will be on the —— day of —— in the year 18—,] during all of which time the said apprentice shall serve his master faithfully, honestly, and industriously; his secrets keep, and lawful commands everywhere readily obey; at all times protect and preserve the goods and property of his said master, and not suffer or allow any to be injured or wasted. He shall not buy, sell, or traffic with his own goods, or the goods of others, nor be absent from his said master's service, day or night without leave; but in all things behave himself as a faithful apprentice ought to do, during the said term. And the said master shall clothe and provide for the said apprentice in sickness and in health, and supply him with suitable food and clothing; and shall use and employ the utmost of his endeavors to teach, or cause him, the said apprentice, to be taught or instructed, in the art, trade, or mystery of tailoring: and also cause the said apprentice, within such term, to be instructed to read and write, and in the general rules of arithmetic: and at the end of the said term, give the said apprentice a new Bible. [*If necessary insert here*: And the said E. F. acknowledges that he has received with the said A. B., from C. B., his father, (*or*, mother,) the sum of —— dollars, as a compensation for his instruction, as above mentioned: *or*, And the said E. F. further agrees to pay to the said C. B. the following sums of money, viz.: for the first year of his service —— dollars; for the second year of his service —— dollars; and for every subsequent year, until the expiration of his term of service, —— dollars; which said payments are to be made on the first day of January in each year.]

And for the true performance of all and singular the covenants and agreements aforesaid the said parties bind themselves, each unto the other, firmly by these presents.

In witness whereof, the parties aforesaid have hereunto set their hands and seals, the —— day of ——, in the year one thousand eight hundred and ——.

Signed, sealed, and delivered, in presence of J. K. — A. B. [L. S.] E. F. [L. S.]

Consent of a Father or Mother.

I DO hereby consent to, and approve of, the binding of my son, A. B., as in the above [*or*, within] indenture mentioned. Dated the —— day of ——, in the year 18—. C. B.

Justice's Certificate, where Mother gives Consent.

I, G. H., a Justice of the Peace of the town of ——, in the county of —— do certify, that C. B., the father of the infant named in the within indenture, is dead, [*or*, is not in legal capacity to give his consent thereto; *or*, has abondoned and neglected to provide for his family.] Dated the —— day of ——, 18—.

G. H., Justice of the Peace.

Consent of Guardian.

I, S. T., the guardian, duly appointed, of A. B., in the within indenture named, do certify, that the father and mother of the said A. B. are dead, [*or*, that the father of the said A. B. is dead, and that the mother of the said A. B. refuses her consent to the said indenture of apprenticeship; *or*, is not in legal capacity to give her consent to the said indenture of apprenticeship;] and that I do hereby consent, as his guardian, that he, the said A. B., may bind himself in and by the said indenture.

Dated the —— day of ——, 18—.

J. T., Guardian of the said A. B

Certificate of Consent of the Overseers of the Poor and Others.

WE, the undersigned, Overseers of the Poor of the town of ——, [*or*, two Justices of the Peace of the town of ——; *or*, I, the undersigned, County Judge of —— county,] where the within-named A. B. resides, do certify that the said A. B. has no parent living, [*or*, no parent in legal capacity to give consent to the within indenture; *or*, no father living, and his mother is not in legal capacity to give consent to the within indenture,] and that he has no guardian, and that we, the said Overseers, [*or*, Justices; *or*, I, the said Judge,] do consent that the said A. B. may bind himself in and by the said indenture.

S. T.
U. V.

Agreement of a Father, where he intends to bind himself in Damages.

This Indenture, made the —— day of ——, in the year one thousand eight hundred and ——, between A. B., of, &c., and E. F., of, &c., witnesseth: That the said C. B., in consideration of the covenant and agreement hereinafter mentioned, doth, by these presents, put and bind his son, A. B. to the said E. F., to learn the art, trade, and mystery of tailoring, and as an apprentice to serve from this date, for, and during, and until the full end and term of, five years next ensuing, to the best of his power and skill, faithfully and honestly, in all lawful business and matters that the said E. F. may direct; and the said C. B. doth hereby covenant and agree with the said E. F., that the said A. B. shall in all things well and truly serve the said E. F., during the said term, according to the conditions of the indenture this day executed by the said A. B. and E. F., with my written consent thereupon endorsed, and now on file in the office of the Clerk of the town of ——; and the said E. F. doth covenant and agree with the said C. B. to pay to the said C. B. the sum of —— dollars, on the first day of ——, in each and every year during the term aforesaid.

In witness, &c., [*as in Apprentice's Indenture.*]

The Same to be endorsed upon the Indenture.

In consideration of the covenants and agreements to be performed by E. F. to and with my son A. B., specified and contained in the within indenture, I do hereby bind myself to the said E. F., for the true and faithful performance and observance, by the said A. B., of the matters and things by him to be performed and observed in and by the said indenture; and I do hereby covenant to and with the said E. F., that the said A. B. shall, in all things, well and truly perform and observe the same.

In witness, &c., [*as in Apprentice's Indenture.*]

Servant's Indenture.

This Indenture witnesseth: That S. B. of the town of, &c., now aged thirteen years, by and with the consent of A. B. of the town aforesaid, her father, [*or*, mother,] has voluntarily and of her own accord, put and bound herself to L. M., as a domestic servant, to serve from the date hereof, for and until the full end and term of five years next ensuing; [*or*, until she shall have attained the age of eighteen years, which will be on the ——— day of ———, 18—;] during all of which time the said servant shall serve her master faithfully, honestly, and industriously; all lawful commands everywhere readily obey; and protect and preserve the

goods and property of her said master, and not suffer or allow any to be injured or wasted: she shall not be absent from service without leave; and in all things and at all times shall behave as a faithful servant ought to do. And the said L. M. shall and will furnish and provide the said servant, during the continuance of the said term, with suitable and sufficient food and clothing; and cause her, within the said term, to be instructed to read and write; and, at the expiration of the said term, shall give her a new Bible, and the sum of —— dollars. And for the true performance of all and singular the covenants and agreements aforesaid, the said parties bind themselves, each unto the other, firmly by these presents.

In witness, &c., [*as in Apprentice's Indenture.*]

Complaint by Master against Apprentice.

To G. H. a Justice of the Peace of the County of ——:

I, E. F., of the town of ——, in said county, tailor, hereby make complaint to you, that A. B., an apprentice lawfully bound to serve me, the said E. F., whose term of service is still unexpired, and with whom I have not received, nor am I entitled to receive, any sum of money as a compensation for his instruction, refuses to serve me, as by law and the terms of his indenture of apprenticeship he is required.

Dated the ——day of ——, 18—.

—— County, *ss.*

E. F., the person named in the foregoing complaint, being duly sworn, deposes and says, that the facts and circumstinces stated and set forth in the said complaint are true. E. F.

Sworn to before me, this —— day of ——, 18—.

G. H. Justice of the Peace.

Warrant on the Foregoing Complaint.

—— County, *ss.*

To any constable of said county, greeting:

Complaint has been made to me, G. H., one of the justices of the peace of said county, upon the oath of E. F., of ——, in said county, tailor, that A. B., an apprentice lawfully bound to serve the said E. F., whose term of service is still unexpired, and with whom the said E. F. hath not received, nor is entitled to receive, any sum of money as a compensation for his instruction, refuses to serve the said E. F., as by law and the terms of his indenture of apprenticeship he is required. Now, therefore, you are hereby commanded forthwith to apprehend the said A. B., and bring him before me, at my office in ——, to answer to the said E. F. and be dealt with according to law.

Given under my hand, this —— day of ——, 18—.

G. H., Justice of the Peace.

Commitment of Apprentice.

—— County, *ss.*

To any Constable of said County, greeting:

Complaint on oath was made to me, the undersigned G. H., a justice of the peace of said county, by E. F., of ——, in said county, tailor, that A. B., an apprentice lawfully bound to serve the said E. F., whose term of service was still unexpired, and with whom the said E. F. had not received, nor was entitled to receive, any sum of money as a compensation for his instruction, refused to serve the said E. F., as by law and the terms of his indenture of apprenticeship he was required. And the said A. B., by virtue of my warrant thereupon issued, has been brought before me to be dealt with according to law; and whereas, after due proof before me of the facts as above stated and set forth, the said A. B. still persists in such refusal to serve the said E. F. Now, therefore, you are hereby commanded, in the name of the people of the State of ——, to take and convey the said A. B. to the common jail of said county and deliver him to the keeper thereof, who is commanded to receive the said A. B. into the said common jail, there to remain until he shall consent to serve the said E. F., according to law.

Given, &c., [*as in Warrant in Foregoing Complaint.*]

Complaint by Apprentice for Cruelty or Misusage.

To G. H. and I. J., Esquires, two of the Justices of the Peace of the county of ——:

I, A. B., apprentice to E. F., of the town of ——, in said county, tailor, hereby make complaint to you, that the said E. F. to whom I am lawfully bound by indentures of apprenticeship, the term of service in which hath not yet expired, and who hath not received, nor is entitled to receive, any sum of money as a compensation for my instruction, has cruelly beat, bruised, and wounded me, the said A. B., being his apprentice, as aforesaid; [*or*, has misused and ill-treated me, the said A. B., being his apprentice, as aforesaid, by refusing to furnish me with necessary provisions and clothing:] to wit, at ——, aforesaid, on the —— day of ——, 18—.

A. B.

—— County, *ss.*

A. B., the person named in the foregoing complaint, being duly sworn, &c., [*as in complaint by Master against Apprentice.*]

Summons on Foregoing Complaint.

—— County, *ss.*

To any Constable of said County, greeting:

Complaint has been made to us, the undersigned Justices of the

Peace in and for the said county, upon the oath of A. B., apprentice of E. F., of ——, in said county, tailor, that the said E. F., to whom the said A. B. is lawfully bound by indentures of apprenticeship, the term of service in which hath not yet expired, and who hath not received, nor is entitled to receive, any sum of money as a compensation for the instruction of the said A. B., has cruelly beat, &c., [as in "Complaint by Apprentice," substituting *him* for *me*.] Now, therefore, you are hereby commanded to summon the said E. F. and A. B. to appear before us, at the office of G. H., in the town of ——, on the —— day of —— instant, at two o'clock in the afternoon of that day, that we may hear, examine, and determine the said complaint.

Given, &c., [*as in complaint by Master against Apprentice.*]

Discharge of Apprentice.

—— County, *ss.*

Complaint on oath was made to us, the undersigned, G. H. and I. J., justices of the peace in and for the said county, by A. B. apprentice to E. F., of —— in said county, tailor, that the said E. F., to whom the said A. B. was lawfully bound by indentures of apprenticeship, the term of service in which was still unexpired, and who had not received, nor was entitled to receive, any sum of money as a compensation for the instruction of the said A. B., had cruelly beat, &c., [as in "Complaint by Apprentice;"] and the said E. F. by virtue of our summons, thereupon issued, has been brought before us, and upon due examination of the proofs and allegations of the parties, it satisfactorily appears to us that the said E. F. is guilty of the premises so charged against him, as aforesaid. Now, therefore, we do hereby discharge the said A. B. from the service of the said E. F., anything in his indentures of apprenticeship, as aforesaid, to the contrary notwithstanding.

Given, &c., [*as in Complaint by Master against Apprentice.*]

HIGHWAYS.

It is the duty of Commissioners of Highways to give directions for the repairing of all roads and bridges in their respective towns; to regulate the roads already laid out, and to alter such of them as they may deem inconvenient; to divide each of their towns into road districts, and to assign each road district to such of the inhabitants liable to work on highways as they may think proper, having due regard to proximity of residence as near as may be

to require the overseers of highways to warn all persons assessed to work on highways to come and work thereon; to discontinue all old roads that may appear to them on the oaths of twelve freeholders, to have become unnecessary; to lay out on actual survey, such new roads as they may deem essential to the public weal; and to cause mile-boards or stones to be erected on such post and other public roads as they may think expedient.

It is the duty of overseers of highways to repair and keep in order all highways in their respective districts; to warn all persons assessed to work on the same; to cause all noxious weeds on each side of the highway to be cut down and destroyed, once every six months; to cause all loose stones on the beaten track of the highway to be removed; to keep up and renew the mile-stones and guide-posts; and, when occasion demands, to make a second assessment, in addition to that made by the commissioners, on the residents in the town for the maintenance in order of the roads.

Every person owning or occupying land in the town in which he or she resides; every male inhabitant over twenty-one years, and all moneyed or stock corporations, are subject to assessment for highway labor. Commissioners are authorized to credit all persons living on private roads, and working the same, so much on their assessments as they may deem necessary, or to annex the same to some highway district.

Any person liable to highway labor may commute for the same in whole or in part, at the rate of sixty-two and a-half cents per day, to be paid within twenty-four hours after receiving the notice to appear and work.

Persons assessed to highway labor are entitled to twenty-four hours' notice. No resident can be compelled to work on any highway except in the district where he resides, unless upon his application the commissioners consent that he may apply his work in some district where he has land.

Every person refusing or neglecting to appear and work when notified by the highway overseer is subject to a fine of one dollar for each day, and twelve and a half cents for every hour any person or his substitute may be delinquent. Every individual or substitute remaining idle, or not working faithfully or hindering others from work, is subject to a fine of one dollar for each offence

Overseers are empowered to require from assessed persons having the same, a cart, wagon, or plough, with a pair of horses or oxen, and a person to manage them; if he furnish them, according to order, he will be entitled to a credit of three days for each day's service therewith. If he fail to furnish them, he is liable to a fine of three dollars per day for each day that he may be assessed. If, however, the delinquent can give the overseer a satisfactory excuse for his non-compliance with the order, the latter has power to remit the fine.

Ministers of the gospel, paupers, and lunatics, are exempt from highway labor. The whole number of days' work to be assessed by the Commissioners must be equal to at least three times the number of taxable inhabitants in the town; and every male inhabitant over twenty-one years must be assessed at least one day; the remainder of the work must be apportioned upon the real and personal estate of every inhabitant, as the same may appear in the last assessment roll of the town, and upon each tract or parcel of land owned by non-residents.

Commissioners cannot lay out a road through any orchard of four years' growth, or more; nor through a garden cultivated four years or more; nor through any buildings, or fixtures for the purpose of trade or manufactures, nor any yards or other enclosures necessary for their use; nor through any enclosed or cultivated lands, without the consent of the owner or owners thereof, or on the oaths of twelve freeholders to the public necessity of the same.

No private road can be laid out over the lands of any person, without his consent or the decision of a jury.

When a Commissioner of Highways has determined to lay out a new highway, or to alter or discontinue an old road, he must file such determination in writing at the office of the Town Clerk.

Any person aggrieved by any determination of the Commissioner of Highways, either in laying out, altering, or discontinuing any road, or in refusing to lay out, alter, or discontinue any road, may, at any time within sixty days after the Commissioner's determination shall have been filed, appeal to the Judge of the county, who shall appoint three disinterested freeholders, residents of the county, but not of the town, to hear and determine the appeal.

When a public highway has been transferred to a plank-road

company, and the interest of the public road is paid for, the company succeeds to all the rights of the Town Commissioners relative to making repairs.

Assessment of Highway Labor.

TOWN OF ———, ——— COUNTY, *ss.*

At a meeting of the Commissioners of Highways of the town of ———, held in said town on the ——— day of ———, J. C., H. D., and T. J., the said Commissioners, having proceeded to ascertain, estimate, and assess the highway labor to be performed in their town for the ensuing year, [if only two of them will agree to the assessment roll as prepared, then insert, "the undersigned, two of the said Commissioners"—*the decision of the majority is sufficient,*] have made out the estimate and assessment for road district No. —, in said town, as follows:

[Or if only two of the Commissioners were present at the assessment, then, instead of the preceding, say,] The undersigned, two of the Commissioners of Highways of the town of ———, having met in said town on the ——— day of ———, and proceeded to ascertain, estimate, and assess the highway labor to be performed in their town for the ensuing year, all the Commissioners of Highways of said town having been duly notified to attend the said meeting of the Commissioners for the purpose of deliberating thereon, have made out the estimate and assessment for road district No. —, in said town as follows:

First, The inhabitants of said town assigned to said road district are assessed ar follows, to wit:

NAMES.		NAMES.	
A. C.	1 day.	X. Y.	2 days.
D. E.	3 days.	L. M.	10 days.

Second, The lands owned by non-residents of said town, and situate therein, are assessed as follows, to wit:

Owner's name.	Description of Land.	Value.	Assessment.
John Jones.	Lot No. ——.	$1,000	Four days.

In witness whereof, we have hereto subscribed our names, this ——— day of ———, 18—.

J. C.
H. D. } Commissioners.
T. J.

Additional Assessment by an Overseer.

The quantity of labor assessed on the inhabitants of road district No. ———, in the town of ———, being by me, the undersigned, Overseer of Highways in said district, deemed insufficient to keep the roads therein in repair, I do therefore, in pursuance of the provis-

ions of the statute in such cases made, hereby make a further assessment, as follows, to wit:

NAMES.		NAMES.	
A. B.	2 days.	X. Y.	4 days.
E. F.	1 day.	L. M.	5 days.

Dated the —— day of ——, 18—.

C. D. Overseer.

Appeal to three Judges,

BY NON-RESIDENT OWNER OF LANDS, OR HIS AGENT, FROM THE ASSESSMENT BY COMMISSIONERS.

—— COUNTY, TOWN OF ——, *ss.*

A. B., a non-resident owner of lands in said town, considering [*or.* A. B., agent of C. D., a non-resident owner of lands in said town, who considers] himself aggrieved in the assessment for highway labor by the Commissioners of Highways of said town, upon the following described lands, to wit: [*here insert the description, as in the list or statement made by the Commissioners,*] doth hereby appeal from the assessment of said Commissioners to ——, ——, and ——, three of the Judges of the Court of Common Pleas of said county of ——. Dated this —— day of ——, 18—.

A. B.

Notice by the Owner or his Agent,

TO THE COMMISSIONERS, OF THE PRECEDING APPEAL.

To J. C., H. D., and T. J., Commissioners of Highways of the Town of ——.

You are hereby notified, that considering myself aggrieved by your assessment for highway labor of the land owned by me in said town, I have this day appealed to ——, ——, and ——, three of the Judges of the Court of Common Pleas of the county of ——, who will convene at ——, on the —— day of ——, at —— o'clock in the ——noon, to decide on said appeal. Dated the —— day of ——, 18—.

Yours, &c.

A. B.

Notice by the Overseer as to Non-resident Lands.

I, the undersigned, Overseer of Highways for road district No. ——, in the town of ——, do hereby give notice, That the labor assessed on the several tracts of land hereafter mentioned, which have been assessed as owned by non-residents, is to be performed on the —— day of —— next, on the highway of said district, be-

tween the dwelling-houses of —— and ——, and the owners of said land, or their agents, are hereby required to cause the said labor to be performed accordingly.

Owners' names.	Description of Land or Tract.	Assessment.

Dated the —— day of ——, 18—. A. B., Overseer.

Complaint by an Overseer to a Justice,

AGAINST A PERSON FOR REFUSING TO WORK.

A. B., Overseer of Highways for road district No. ——, of the town of ——, in the county of ——, on oath makes complaint to T. R., a Justice of the Peace of said town, That he gave to C. D., who resides in the said district, and is assessed to work on the highways therein, twenty-four hours previous notice to appear with a hoe, on the —— day of ——, instant, at eight o'clock in the forenoon, at the dwelling-house of ——, for the purpose of working on the highways in said district, under the direction of said A. B., as overseer. And that the said C. D. *neglected to appear either in person, or by an able-bodied man as a substitute*, or to pay the commutation money for said work; nor has he rendered any excuse for such neglect. A. B.

Subscribed and sworn, the —— day of ——, before me.

T. R., Justice of the Peace.

[*Or*, in lieu of the words in italics, if the case require it, the following may be inserted: Appeared pursuant to notice, but worked only four hours, and then departed. *Or*, Appeared pursuant to notice, but remained idle, *or* did not work faithfully, *or* hindered others from working.]

Complaint by an Overseer to a Justice,

AGAINST A PERSON FOR NEGLECTING TO FURNISH A TEAM.

—— COUNTY, TOWN OF ——, *ss.*

A. B., Overseer of Highways for road district No. ——, in said town, on oath makes complaint to T. R., a Justice of the Peace of said town, That he gave to C. D, who resides in the said district, and is assessed to work three days [*or* more] on the highways therein, and has a cart, [*or* wagon, *or* plough, as the case may be,] with a pair of horses, [*or* oxen,] and a man to manage them, and who has not commuted for his said assessment, twenty-four hours' previous notice, to furnish, on the —— day of ——, at —— o'clock in the forenoon, at the dwelling-house of ——, a cart with a pair of horses, [*or*, as the case may be,] and a man to manage them, for the purpose of working one day on the highways of said district, under the direction of the said A. B. as overseer; and the

said C. D. neglected to furnish said horses and cart, and a man to manage them, or to pay the commutation money for said work; nor has he rendered any excuse for such neglect. A. B.

Sworn, &c., [*as in Complaint by an Overseer to a Justice, against a Person for refusing to work.*

Summons by a Justice.

—— COUNTY, TOWN OF ——, *ss.*

To any Constable of said Town, greeting:

WHEREAS, complaint hath been made to me, the undersigned, a Justice of the Peace in and for said town, by A. B., Overseer of Highways for road district No. ——, in said town, That C. D., &c. [*recite the complaint.*] You are, therefore, in the name of the People of the State of ——, hereby commanded to summon the said C. D. forthwith to appear before me, at my office in said town, to show cause why he should not be fined according to law for such refusal or neglect, as in said complaint is alleged against him.

Given under my hand, this —— day of ——, 18—.

T. R., Justice of the Peace.

Complaint to the Commissioners of Highways,

AGAINST AN OVERSEER FOR NEGLECT OF DUTY.

To the Commissioners of Highways of the Town of ——.

THE complaint of A. B., a resident of the town of —— aforesaid, respectfully showeth, That C. D., the Overseer of Highways for road district No. ——, in said town, has neglected and refused to warn the following persons, to wit: G. H., J. K., and L. M., to work on the highways in said district, after having been required to do so by the Commissioners, or one of them. And the said A. B., hereby requires the Commissioners of Highways aforesaid to prosecute the said C. D. for the said offence. Dated the —— day of ——, 18—. A. B.

Application to Commissioners to lay out New Road.

To the Commissioners of Highways of the Town of ——, in the County of ——.

THE undersigned, a person liable to be assessed for highway labor in said town, and residing therein, doth hereby make application to you to lay out a new road of the width of three rods through land not enclosed, improved, or cultivated, [*or*, through lands not enclosed, improved, or cultivated, excepting as to lands of P. Q, who consents to the laying out of said road, and has signified the same by signing this petition,] Beginning at, &c., [describ-

ing the road by courses and distances, or such objects and boundaries as shall make the route sufficiently definite and certain.]

P. Q.

Order of Commissioners to lay out a Highway.

—— County, Town of ——, *ss.*

At a meeting of the Commissioners of Highways of the town of ——, in the county of ——, at ——, in said town, on the —— day of ——, all the said Commissioners having met and deliberated on the subject embraced in this order, It is ordered and determined by the said Commissioners, that a highway be laid out in the said town, of the width of four rods, on the application of A. B., and by the consent of P. Q., through whose improved land the said highway is to pass for a part of the distance; the residue of said highway being through lands not enclosed, improved or cultivated. And the said Commissioners have caused a survey thereof to be made, as follows: The centre line of said highway is to begin at ——, and to run thence, &c. [Here insert the survey.]

In witness, &c., [*as in Assessment of Highway Labor.*]

Application to alter a Road.

To the Commissioners of Highways of the Town of ——, in the County of ——.

We, the undersigned, R. S. and T. W., residents of said town, and liable to be assessed for highway labor therein, do hereby make application to you, the said Commissioners, to alter the highway leading from the house of G. H. to the house of P. Q., in said town, as follows: [Insert a description of the proposed alteration by courses and distances, or by objects and boundaries, so as to render it sufficiently certain and definite.] The proposed alteration passes through lands which are not improved, enclosed, or cultivated, [*or*, passes through the improved land of R. S. and T. W., who consent thereto.] Dated the —— day of ——, 18—.

R. S.
T. W.

Order of the Commissioners to alter a Highway.

—— County, Town of ——, *ss.*

At a meeting of the Commissioners of Highways of the town of ——, in the county of ——, at ——, in the said town, on the —— day of ——, all the said Commissioners having met and deliberated on the subject embraced in this order, It is ordered and determined by the said Commissioners, upon the application and by the consent of R. S. and T. W., through whose lands the alter

ation hereafter described is to be made, that the highway leading from the house of G. H., to the house of P. Q., in said town, be altered according to the following survey, which the Commissioners have caused to be made thereof, as follows, to wit: The centre line of the alteration is to begin at the centre of the present highway, opposite the northerly corner of the barn of the said R. S., and to run thence [here include the whole survey], and that the said alteration be of the width of —— rods.

In witness, &c., [*as in Assessment of Highway Labor.*]

Application to lay out a Highway,

THROUGH IMPROVED LAND, WITHOUT THE CONSENT OF THE OWNER.

To the Commissioners of Highways of the Town of ——, in the County of ——.

THE undersigned, resident of the said town, and liable to be assessed for highway labor therein, hereby makes application to you, the said Commissioners, to lay out a highway in said town, commencing at, &c., [here insert a description by courses and distances, or by objects and boundaries, so as to render the proposed route sufficiently certain and definite,] which said highway will pass through the improved [*or* enclosed, *or* cultivated] lands of P. Q. and R. S., who do not consent to the laying out of the same.

Dated the ——— day of ———, 18—.

A. B.

Notice of Application, and of the Meeting of Freeholders,

WHEN THE INTENDED HIGHWAY IS THROUGH IMPROVED LAND.

NOTICE is hereby given, that the undersigned has made application to the Commissioners of Highways of the town of ——, in the county of ——; for the laying out of a highway, commencing, &c., [*insert description as in the Application,*] and which highway will pass through a lot of improved meadow land of P. Q., and a lot of improved pasture land of R. S. And that on the —— day of ——, at —— o'clock, in the ——noon, at ——, in said town, twelve freeholders duly qualified for that purpose, will meet to examine the ground, and to certify with respect to the necessity and propriety of such highway. Dated at the town of ——, this —— day of ——, 18—

A. B.

Affidavit of Affixing the Notice of Application.

—— COUNTY, TOWN OF ——, *ss.*

A. B., of —— in said county, being duly sworn, saith, That he caused notices in writing, of which the within is a copy, to be

posted up at three of the most public places in said town, on the —— day of ——, being six days before the time specified therein for the meeting of the freeholders. A. B.

Sworn and subscribed before me, this —— day of ——, 18——.

J. J., Commissioner of Deeds.

Certificate of Freeholders.

(A copy of the notice, and of the affidavit of posting, is to be attached to this.)

—— County, Town of —— *ss.*

We, the undersigned, twelve reputable freeholders of the said town, not interested in the lands through which the road described in the annexed notice is to be laid, nor of kin to any owner thereof, having appeared at the time and place specified in said notice, and having been duly sworn, well and truly to examine and certify in regard to the necessity and propriety of the highway applied for; and having proceeded to, and personally examined the route, of such highway, and heard all reasons that were offered for and against laying out the same, do hereby certify that we are of opinion, that the highway applied for, and described in the annexed notice, is necessary and proper.

In witness whereof, we have hereto subscribed our names, this —— day of ——, in the year 18—. A. H. &c., &c.

Notice by Commissioners to the Occupant,

OF LAND THROUGH WHICH THE ROAD IS TO RUN.

—— County, Town of ——, *ss.*

To ——

You will take notice, that on the —— day of ——, at — o'clock, in the —— noon, at the house of ——, in the town of ——, we, the undersigned Commissioners of Highways of the town of ——, and county of ——, will meet to decide on the application of A. B., for the laying out, &c., [*as in Application,*] twelve qualified freeholders having certified that the road is necessary and proper. Dated the —— day of ——, 18—.

In witness, &c., [*as in Assessment of Highway Labor.*]

Certificate by Commissioners,

OF LAYING OUT A ROAD THROUGH IMPROVED LAND.

—— County, Town of ——, *ss.*

At a meeting of the Commissioners of Highways of the town of ——, in the county of ——, at ——, in the said town, on the ——

day of ——, upon the application of A. B., a resident in said town, and liable to be assessed to work on the highways therein, for the laying out of the highway hereafter described, and on the certificate of twelve reputable freeholders of said town, convened and duly sworn after due public notice, as required by the statute, certifying that such highway is necessary and proper. And notice in writing of at least three days having been given in due form of law to P. Q. and R. S., occupants of the lands through which the highway hereafter described is to run, that the undersigned Commissioners would meet at this time and place, to decide on the application aforesaid, and the undersigned having heard all reasons offered for and against laying out such highway. It is ordered, determined, and certified, that a public highway shall be, and the same hereby is laid out pursuant to said application, whereof a survey hath been made, and is as follows, to wit: Beginning, &c., [as in the survey,] and the line of the said survey is to be the centre of said highway, which is to be —— rods in width.

In witness, &c., [*as in Assessment of Highway Labor.*]

Order of Commissioners,

REFUSING TO LAY OUT OR ALTER A HIGHWAY.

—— County, Town of ——, *ss.*

At a meeting of the Commissioners of Highways of the town of ——, in the county of ——, at ——, in the said town, on the —— day of ——, all the said Commissioners having met and deliberated on the subject matter of this order, [*or*, if but two of the Commissioners met, say, all the said Commissioners having been duly notified to attend the said meeting for the purpose of deliberating on the subject matter of this order,] It is hereby ordered and determined, that the application of A. B., dated the —— day of ——, for the laying out [*or*, altering] of the highway therein mentioned, be, and the same hereby is denied and refused.

In witness, &c., [*as in Assessment of Highway Labor.*]

Agreement as to Damages.

—— County, Town of of ——, *ss.*

It is hereby agreed between the Commissioners of Highways of the town of ——, of the one part, and P. Q., of the other part, that the damages sustained by the said P. Q., by reason of the laying out and opening of a highway through the lands of the said P. Q., on the application of A. B. and others, by order of the Commis

sioners, dated the —— day of ——, be fixed and liquidated at the sum of $ ——.

Witness our hands, this —— day of ——, 18—. P. Q.

J. C. / H. D. / T. J. } Commissioners.

Release of Damages by Owner of Land.

I do hereby release to the town of ——, all claim to damages by reason of the laying out and opening of a highway through my lands, by order of the Commissioners of Highways, dated the —— day of ——.

In witness whereof, I have hereunto set my hand and seal, this —— day of ——, 18—. P. Q. [L. S.]

Warrant by two Justices to Summon a Jury

TO ASSESS DAMAGES SUSTAINED BY OWNERS OF LAND.

—— County, Town of ——, *ss.*

To any Constable of the Town of ——, in said County, greeting:

On the application of the Commissioners of Highways of the said town of ——, (*or*, on the application of P. Q.,) to us, the undersigned, two Justices of the Peace, residing in the town of ——, aforesaid, you are hereby directed, in the name of the People of the State of ——, to summon twelve disinterested freeholders, residing in some town of said county other than the town of ——, aforesaid, and not of kin to P. Q., to appear at ——, in the said town of ——, on the —— day of —— next, at — o'clock, in the ——noon, to assess the damages sustained by the said P. Q., by the laying out of a highway through his improved land, by order of the Commissioners of Highways of the said town of ——, dated the —— day of —— last. And have you then there the names of the jurors, and this warrant.

Given under our hands, this —— day of ——, 18—.

A. R. / D. H. } Justices of the Peace.

Verdict of Jury,

ASSESSING DAMAGES SUSTAINED BY THE OPENING OF A NEW ROAD

—— County, Town of ——. *ss.*

We, the undersigned, freeholders of said county, neither residents of ——, nor of kin to P. Q., being the jury summoned, drawn, and sworn to assess the damages sustained by the said P. Q., by reason of the laying out and opening of a road through his enclosed

and, in pursuance of the order of the Commissioners of Highways of said town of ——, bearing date the —— day of ——, in the year ——, after having viewed and examined the premises, determine and assess the said damages of the said P. Q. at —— dollars.

Given under our hands, this —— day of ——, 18—.

L. M., &c., Jurors.

Application for a Private Road.

To the Commissioners of Highways of the Town of ——, in the County of ——:

I, the undersigned, a resident of said town, and liable to be assessed for highway labor, do hereby make application to you, the said Commissioners, to lay out a private road for my use, commencing, &c., [*insert a description of the road applied for, sufficiently certain and definite,*] passing through the lands of P. Q., of said town.

Dated the —— day of ——, 18—. A. B.

Notice the Owner or Occupant of the Premises,

UPON AN APPLICATION FOR A PRIVATE ROAD.

To P. Q., of the Town of ——, in the County of ——:

SIR: I, the undersigned, have applied to the Commissioners of Highways of said town to lay out a private road, for my use, through your lands, (*or*, through lands of which you are the occupant,) and you are hereby notified that twelve disinterested freeholders will meet on the —— day of ——, instant, at 12 o'clock at noon, at the house of ——, in said town, to be sworn, and to proceed to view the lands through which the road is applied for, and to determine whether it is necessary. Dated the —— day of ——, 18—. Yours, &c., A. B.

Certificate of Jury,

UPON APPLICATION FOR A PRIVATE ROAD.

WE, the undersigned, being disinterested freeholders of the town of ——, in the county of ——, having met on the —— day of ——, in the year ——, at ——, in said town, and having been duly sworn well and truly to examine and certify with regard to the necessity and propriety of the road described in the annexed application of A. B., and having viewed the lands through which it is proposed to be made, do certify, that, in our opinion, it is necessary and proper to lay out a private road, for the use of the said A B., pursuant to his said application.

Given, &c., [*as in Verdict of Jury assessing damages sustained by the opening a new road.*]

Order of Commissioner to lay out a Private Road.

—— COUNTY, TOWN OF ——, ss.

UPON the application of A. B., for the laying out of the private road hereafter described, and on the certificate of twelve reputable freeholders of said town, convened and duly sworn, after due notice to the owner [*or occupant*] of the lands through which said road is to pass, as required by the statute, certifying that such road was necessary: It is therefore ordered and determined, that a private road be laid out for the use of the said A. B., pursuant to his application, the courses and distances whereof, according to a survey thereof which the said Commissioners have caused to be made, are as follows: [*Insert the survey.*] And it is further ordered, that the line above described shall be the centre of said road, and that said road shall be of the width of —— rods.

In witness, &c., [*as in Assessment of Highway Labor.*]

Application for the Discontinuance of an Old Road.

To the Commissioners of Highways of the Town of ——, in the County of ——.

THE undersigned, a resident of said town, liable to be assessed for highway labor, hereby make application to you for the discontinuance of the old road in said town, commencing, &c., [*describe the road.*] on the ground of its having become useless and unnecessary. Dated the —— day of ——, 18—. A. B.

Certificate of Freeholders,

UPON APPLICATION FOR THE DISCONTINUANCE OF AN OLD ROAD.

WE, the undersigned, disinterested freeholders of the town of —— having met at ——, on this —— day of ——, in pursuance of the summons of the Commissioners of Highways of said town, in order to examine and certify in regard to the propriety of discontinuing the road described in the annexed application, and after being duly sworn, and having viewed said road, do certify that the same is in our opinion useless and unnecessary.

Given, &c., [*as in Verdict of Jury assessing Damages sustained by the opening a New Road.*]

Order of Commissioners to discontinue a Road.

—— County, Town of ——, *ss.*

Upon the application of A. B., of said town, for the discontinuance of the road hereinafter described, and on the certificate of twelve disinterested freeholders, duly summoned and sworn, who have in due form certified that said road is useless and unnecessary, and the Commissioners having caused a survey of said road to be made as follows, to wit: [*here insert the survey.*] It is ordered and determined by the said Commissioners, that the said road be, and the same hereby is discontinued.

In witness, &c., [*as in Assessment of Highway Labor.*]

Appeal to three of the Judges

OF THE COURT OF COMMON PLEAS OF THE COUNTY, TO BE ANNEXED TO A COPY OF THE ORDER APPEALED FROM.

To A. B., J. K., and L. M., three of the Judges of the Court of Common Pleas of the County of ——.

Conceiving myself aggrieved by the determination of the Commissioners of Highways of the town of ——, in said county, contained in the order of which a copy is hereto annexed, I do hereby appeal to you therefrom.

This appeal is brought to reverse the determination of the Commissioners entirely, on the ground that the laying out of said high way is unnecessary, inexpedient, and improper.

[*Or*, This appeal is brought to reverse so much of the determination of the Commissioners, as directs the said road to be laid out four rods wide, instead of three rods wide.]

Made and signed by me, this —— day of ——, 18—. A. B.

Notice by Judges to Commissioners of the Appeal.

To J. C., H. D., and T. J., Commissioners of Highways of the Town of ——, in the County of ——.

Take notice, that A. B. has appealed to us, the undersigned, three of the Judges of the Court of Common Pleas of the county of ——, from your determination contained in your order, dated the —— day of —— last, laying out [*or* altering, *or* discontinuing,] the highway therein mentioned, and that we shall meet on the —— day of ——, instant, at —— o'clock, in the —— noon, at the house of ——, in said town, to hear and decide the said appeal.

Dated the —— day of ——, 18—.

Yours, &c.,

A. B.
J. K.
L. M.
} Judges of the Court of Common Pleas of —— County.

Notice by Judges,

TO ONE OR MORE OF THE APPLICANTS OF THE APPEAL.

To C. D. and E. F.:

TAKE notice, that A. B. has appealed to us, the undersigned, three of the Judges of the Court of Common Pleas of the county of ——, from the determination of the Commissioners of Highways, as contained in their order dated the —— of ——, in the year ——, upon the application of yourselves and others, and that we shall meet at the house of ——, in said town, on the —— day of ——, instant, at —— o'clock in the —— noon, to hear and decide the said appeal.

Dated, &c., [*as in Notice by Judges to the Commissioners of the Appeal.*]

Decision of Judges upon the Appeal.

—— COUNTY, TOWN OF ——, *ss.*

WHEREAS, on the ——— day of ———, in the year ——, A. B., of the town of ———, in the county of ———, appealed to A. B., J. K., and L. M., three of the Judges of the Court of Common Pleas of said county, from the order and determination of the Commissioners of Highways of said town, bearing date the ——— day of ———, in the year ———, copies of which said appeal and order are hereto annexed:

And after the expiration of sixty days from the making of the said order and determination of the said Commissioners of Highways, the said Judges appointed the time and place of the hearing of the said appeal to be on the ——— day of ———, in the year ———, at the house of ——, in the said town of ——, and caused written notice of the said appeal, specifying therein that the said Judges would convene at the said time and place to hear the said appeal to be served on the said Commissioners, and upon E. F., an applicant for said order, at least eight days before the time and place of convening as aforesaid, in the manner prescribed and directed by the statute in such case made.

And the said Judges convened at the time and place mentioned in the said notice, to hear the proofs and allegations of the parties; and such proceedings were thereupon had, that having heard the said proofs and allegations, the said Judges thereupon adjudged and decided, and do adjudge and decide, that the order and determination of the Commissioners of Highways aforesaid be, and the same hereby is *reversed*, [*or*, affirmed, *as the case may be.*]

In witness, &c., [*as in Notice by Judges to the Commissioners of the Appeal.*]

CATTLE LAWS.

A DOG, in the habit of attacking passers-by, is in law a nuisance which any one is free to remove, by killing or otherwise. In case of suit, the party killing him need not prove that he was obliged to kill him in self-defence.

Any one killing a harmless or inoffensive dog, is liable in damages to the owner; but in an action to recover damages for killing a dog, the opinions of witnesses as to its value are not admissible in evidence. The jury are the judges of the animal's value. Any dog in the habit of attacking, worrying or killing sheep, or other useful animals, may be killed by order of a magistrate.

The owner of a dog is liable for all damage the animal may do to another's cattle or other property.

The owner of a stray horse or horses, or other animal or animals, is liable in damages for all injuries it or they may do to others' property. Should the owner, for the sake of avoiding the payment of the damage, disclaim ownership, the animal or animals may be sold by order of a magistrate, and the damages paid, on application, by the supervisors.

Whenever a stray animal comes upon the premises of any party, the latter should give immediate notice of the same, in writing, to the Town Clerk. If this notice is not given within ten days of the arrival of the stray, the party can recover no compensation for the keeping of the animal. It is the duty of the Town Clerk to keep a record, open for public inspection, of all such notices. The Clerk's fee for entering the notice must be paid by the party presenting it. The latter has the right to detain the animal or animals till all reasonable charges for keeping the same, together with the Clerk's fees, are paid. The Fence Viewers of the town are to decide upon the fairness of the charges. If, at the expiration of five months, no owner appear, or if he or they appear, and refuse or neglect to pay the charges, the party on whose premises the animal or animals have come, may sell the same to the highest bidder at public auction. Out of the proceeds of the sale, he may retain sufficient to pay his bill of charges; the remainder must be paid to the owner of the strays, if he demands the same; if not

demanded within twelve months of the time of sale, he loses all claim to the money, in which event the same must be paid to the Supervisor of the town within thirty days after the expiration of the year.

Assessors and Commissioners of Highways are, by virtue of their offices, Fence Viewers of the town in which they have been elected.

Fence-Viewers' Certificate

UPON THE KILLING OF SHEEP BY DOGS.

——— COUNTY, TOWN OF ———, *ss.*

UPON the application of A. B., the owner of sheep alleged to have been killed by dogs, we, the undersigned, fence-viewers of the town of ———, in the county of ———, having proceeded to inquire into the matter, and having viewed the sheep killed, and having also examined witnesses in relation thereto, do certify that we are satisfied that said sheep, three in number, were killed only by dogs, and in no other way. And we further certify, that the amount of damages sustained by the said A. B. thereby is ——— dollars, and that the value of the sheep so killed was ——— dollars

Given under our hands this ——— day of ———, in the year ———.

A. D.)
D. E. } Fence-Viewers.

Affidavit, upon Application to Supervisors,

FOR THE AMOUNT OF DAMAGES.

——— COUNTY, TOWN OF ———, *ss.*

A. B., of ———, in said county, being duly sworn, saith, that he hath not been able to discover the owner or possessor of the dog by which the damages, certified in the annexed certificate of the fence-viewers of said town, has been done, (*or*, that he hath failed to recover the damages certified in the annexed certificate of the fence-viewers of said town, from the owner or possessor of the dog by which the same was done.)

Sworn before me, this ——— day of ———, in the year ———.

R. S., Justice of the Peace.

Notice to the Owner of a Dog

KILLING OR INJURING SHEEP.

To C. D.

You are hereby notified, that your black dog Towser has bitten [*or*, chased, *or* worried] my sheep, this —— day of ——, 18—; and you are hereby required to kill said dog within forty-eight hours.

Dated at ——, the ——— day of ———, 18—.

Yours, &c., A. B.

Order of a Justice that a dangerous Dog be killed.

——County, Town of ——, *ss.*

Whereas, complaint has been this day made before me, by C. E., of the town of ——, in the county of ——, under oath, that a dog owned [or possessed] by G. H., of the said town of ——, on the —— day of ——, instant, attacked the said C. E., [*or*, attacked a horse in a carriage in which the said C. E. was riding; *or*, attacked a horse on which the said C. E. was mounted,] while the said C. E. was peaceably travelling on the highway in said town:

And I, the undersigned, Justice of the Peace, having given due notice of the said complaint to the said G. H., [and having heard him in relation thereto, if the fact be so,] and having inquired into the said complaint, and being satisfied of its truth, and that the said dog is dangerous, do hereby order the said G. H. to kill the said dog immediately.

Given under my hand, this —— day of ——, 18—.

J. T., Justice of the Peace.

Fence-Viewers' Certificate of Damage done by Hogs.

——County, Town of ——, *ss.*

We, the subscribers, Fence Viewers of the town of ——, in the county of ——, having been applied to by A. B., of —— aforesaid, to appraise the damages done by one white sow and six pigs, [*or*, other cattle, giving the number, kind, and description of beasts, as near as may be,] distrained by him doing damage on his lands, and having been to the place, and viewed and ascertained the damage, do certify the amount thereof to be —— dollars and —— cents, and that the fees for our services are —— dollars.

And a dispute having arisen between the said A. B, on the one part, and C. D. of the other part, touching the sufficiency of the fence along the easterly side of a field of Indian corn, which fence was shown to as by the said parties, and having heard the parties, and examined witnesses in relation thereto, we decide that the said fence is good and sufficient, [*or*, bad and insufficient.]

Given, &c., [*as in Fence-Viewers' Certificate upon the killing of Sheep by Dogs*

Notice of Sale by Pound-Master.

NOTICE is hereby given, that on the —— day of ——, in the year ——, at — o'clock in —— noon, I shall sell at public auction at the public pound, near the house of ——, in the town of ——, one white sow and six pigs, which have been distrained doing damage, and impounded therefor, by A. B. Dated at ——, the ——day of ——, 18—. O. H., Pound Master.

Notice to Town Clerk by Person keeping Strays.

To C. D., Town Clerk of the Town of ——:

You will take notice, that on or about the —— day of ——, 18—, one black horse, of the age of six years, or thereabouts, and marked with a star in his forehead, strayed upon my enclosed land in the town of ——, and now remains thereupon; and that I reside in the said town of ——.

Dated the —— day of ——, 18—. A. B.

Notice of Sale where Stray is not redeemed.

PUBLIC NOTICE.

BY virtue of the statute in such case made and provided, I shall expose to sale at public auction, to the highest bidder, on the —— day of ——, instant. [*or*, next,] at —— o'clock in the —— noon, at the house of J. K., in ——, one black horse of the age of six years, or thereabouts, marked with a star in his forehead, the same being a stray found upon my enclosed land in the town of ——, and remaining unredeemed according to law.

Dated the —— day of ——, 18—. A. B.

Receipt of Supervisor.

RECEIVED of A. B., —— dollars and —— cents, being the proceeds of the sale of a stray black horse, after deducting therefrom the expenses of keeping, and the sale thereof,—said horse having been advertised and sold at public auction, by the said A. B., as a stray, according to the statute, on the —— day of ——, 18—.

Dated ——, the —— day of ——, 18—.

H. F. Supervisor of the town of ——

Fence-Viewer's Certificate.

WHERE STRAY HAS NOT BEEN REDEEMED.

—— COUNTY, TOWN OF ——, *ss.*

I, the undersigned, one of the Fence-Viewers of said town, do hereby certify, that upon the application of A. B., of said town, upon whose enclosed lands the following stray animals, to wit: [here name them,] came, on or about the —— day of ——, 18—, and which strays have since that time been kept by the said A. B., and now remain unclaimed and unredeemed, I have ascertained, according to the best of my knowledge and judgment, and upon due inquiry and examination, the reasonable charges of keeping such strays, and that the same amount to the sum of —— dollars and —— cents; and that the fees for my service amount to —— dollars.

Given under my hand, this —— day of ——, 18—.

E. F., Fence-Viewer.

Certificate where Parties cannot agree

UPON THE CHARGES FOR KEEPING STRAYS.

——COUNTY, TOWN OF ——, *ss.*

WHEREAS, a dispute having arisen between A. B. and C. D., of said town, concerning the reasonable charges of keeping the following strays, to wit: [here name them,] which came upon the enclosed lands of the said A. B., on or about the —— day of ——, 18—, and have been kept by him since that time until the date hereof, and which are now claimed by the said C. D.: Now, therefore, we, the undersigned, two of the Fence-Viewers of said town of ——, do hereby certify that we have ascertained the reasonable charges of keeping said strays, after due inquiry and examination, and that the same amount to —— dollars and —— cents; and that the fees for our service amount to —— dollars.

Given, &c., [*as in Fence-Viewers' Certificate upon the killing of Sheep by Dogs.*]

FENCE-VIEWERS.

WHEN two parties have lands adjoining, each must make and keep up his half of the division fence. If he neglect or refuse to do this, and the other receive injury thereby, the party so neglecting or refusing is liable to the other in damages to the amount of the injury, and for the fees and other charges incidental to

bringing the case before the Fence Viewers of the town, who are the proper persons to examine and adjudicate upon the matter.

When one of two or more parties, having lands adjoining, desires to remove his fence, and to let the land lie open, he is at liberty to do so, at any time between the first of November and the first of April, by giving the other party or parties ten days' notice of his intention to apply to the Fence-Viewers of the town for permission to do the same; but if the Fence-Viewers refuse to give him such permission, he must be governed by their order: should he, notwithstanding their refusal, remove the fence, he is liable to the other party or parties for all damages that may result to them thereby.

When by flood, accident, or any cause, any party's half of a fence is broken down, removed, or destroyed, the party interested may give him ten days' notice in writing to replace it; should he fail to do so, the party interested may erect it without further notice, and recover the full bill of the same, together with the costs of suit, in an action.

All disputes by owners of adjoining lands relative to broken fences must be submitted to the Fence-Viewers of the town, whose decision must be given in writing, and must be received by the disputants as conclusive.

Certificate of Value of Fence

BUILT BY AN ADJOINING OWNER.

——— COUNTY, TOWN OF ———, *ss.*

WHEREAS, A. B. and C. D) were, and are, the owners of certain lands adjoining, in said town of ———, and on the ——— day of ———, 18—, or thereabouts, the said A. B. erected a division fence between the land belonging to him and that of the said C. D., who had chosen to let the same lie open; and whereas the said C. D. has, since that time, enclosed the said land belonging to him, and a dispute has arisen between the said parties, concerning the proper proportion of the value of the said division fence, to be paid for by the said C. D.: Now, therefore, we, the undersigned, two of the Fence-Viewers of the said town of ———, do hereby certify, that we have made due inquiry into the facts, and examined the premises: that the following is a correct description of the fence so built by the said A. B. as aforesaid, to wit: [give description] that the value thereof, at the time of

building the same, was —— dollars; and that the proper proportion of said value, to be paid by the said C. D. to the said A. B., is —— dollars: And we also certify, that the fees for our service amount to —— dollars.

Given under our hands, this —— day of ——, in the year 18—.

E. F. } Fence-
G. H. } Viewers.

Certificate

UPON HEARING DISPUTE BETWEEN OWNERS OF ADJOINING LANDS.

—— County, Town of ——, *ss.*

Whereas, A. B. and C. D. are the owners of certain lands adjoining, in the said town of ——, and a dispute has arisen between them, concerning the respective proportions of a division fence to be maintained [*or*, made,] by them: Now, therefore, we, the undersigned, Fence-Viewers of the said town, do hereby certify, that upon the application of the said parties, we proceeded to examine the premises and hear the allegations of the said parties; and that we do determine that said division fence be built as follows, to wit: [give description:] that one third part of said fence is the proper proportion thereof to be built by the said A. B.; and that the remaining two thirds is the proper proportion thereof to be built by the said C. D.: And we also certify, that our fees for our service amount to —— dollars.

Given, &c., [*as in Certificate of Value of Fence built by an adjoining owner.*]

Certificate of Damages

WHERE DIVISION FENCE IS OUT OF REPAIR.

—— County, Town of ——, *ss.*

We, the undersigned, two of the Fence-Viewers of said town, do hereby certify, that upon the application of A. B., the owner of land adjoining the land of C. D. in said town, to ascertain and appraise certain damages alleged to have been incurred by the said A. B., in consequence of the neglect [*or* refusal] of the said C. D. to make [*or* maintain his proportion of a division fence between the aforesaid lands, we proceeded to examine the premises: and, after due inquiry and examination by us made, we do determine that the said A. B. has sustained damages to his land, crops, fruit trees, and shrubbery, [add "fixtures," if necessary,] in consequence of the neglect [*or* refusal] of the said C. D. to make [*or* maintain] his proportion of such division fence as aforesaid;

which said damages we have ascertained and do appraise at —— dollars.

Given, &c., [*as in Certificate of Value of Fence built by an adjoining owner.*]

Notice and Certificate of Consent.

TO REMOVE DIVISION FENCE.

To Mr. A. B.:

TAKE notice, that I shall make application to E. F. and G. H., two of the Fence-Viewers of the town of ———, on the ——— day of ——— next, for permission to remove the division fence between the land occupied by you in said town, and that owned and occupied by me, lying adjacent thereto. C. D.

Dated the ——— day of ———, 18—.

—— COUNTY, TOWN OF ———, *ss.*

WE, the undersigned, two of the Fence-Viewers of said town, do hereby certify, that upon the application of C. D., made in accordance with a notice, of which the above is a copy, duly served upon A. B., therein mentioned, more than ten days before this day, we have examined the premises where the division fence named in said notice is situate, and do determine, that the same may, with propriety, be removed.

Given, &c., [*as in Certificate of Value of Fence by an adjoining owner.*]

CUSTOM-HOUSE ENTRIES, REGULATIONS & FORMS, TARIFF OF DUTIES, &c.

No vessel from a foreign port can enter and discharge her cargo except at one of the ports of entry or delivery established by Congress.

No goods can be brought into the United States from a foreign port, in any vessel belonging in whole or in part to a citizen of the United States, unless the master of such vessel shall have on board a written manifest, signed for him, containing 1st, the name of the place where the goods were taken on board and also that to which they are consigned; 2nd, the name, description, and build of the vessel; 3rd, her tonnage and the names of the owner and master; 4th, a particular account of the goods and the names of the parties to whom they are consigned, which must correspond with the bills of lading; and 5th, the names of the passengers and a description of their baggage, and a statement of the remaining stores, if any.

All merchandise not included in the manifest is forfeited, and may be seized by the custom officers.

The master of the vessel, on his arrival in port, must deliver a copy of the manifest to the first officer of the customs who may come on board; this officer certifies to its receipt on the original manifest, which the master must deliver to the collector of the port. If the original be shown without such certificate, the master must swear that no copy was called for by the officers. After the visit of the first officer, it is sufficient to show the original, with the endorsements, to other officers.

Any vessel from a foreign port, unloading goods within four leagues of the United States coast, or within the limits of any district of the United States, without authority from the officers of the port, the master and mate of such vessel forfeit one thousand dollars each for each offence, and the goods themselves are forfeited to the government, and may be seized by the custom officers—except such unloading arise from accident, necessity, or stress of weather—which fact must be made known to the collector, and proved under oath by the master, mate, and one other officer or mariner.

Any master refusing to exhibit the manifest, or delivering a true copy of the same to the proper officer, or neglecting or refusing to inform such officer of the true destination of the vessel, is finable in the sum of five hundred dollars for each offence.

It is the duty of the master of every American vessel from a foreign port to have his manifests made out at the time of leaving such port. The time of lading is the most proper for making out a manifest of the cargo. The master is finable in the sum of five hundred dollars if his manifest is not ready to exhibit to any custom officer who may board his vessel within four leagues of the coast.

In case any package reported in the manifest be not found on board in case the merchandise do not perfectly agree with the manifest; in

case the master cannot prove, to the satisfaction of the collector and naval officer of the port, or, when on trial, to the satisfaction of the court, that no part of the merchandise of the vessel has been unladen since it was taken on board, except as specified in the manifest, or that the disagreement is owing to accident or mistake, he is liable to a fine of five hundred dollars.

The master of a vessel bound to a foreign port must deliver to the collector of the district from which he is about to sail a manifest of his cargo, and its value, the correctness of which must be certified upon oath; upon which the collector grants a clearance for both vessel and cargo. Should the master sail without such clearance he is punishable by a fine of five hundred dollars.

Before a clearance can be granted for any vessel bound to a foreign port, the owners, shippers, or consignees of the cargo, must deliver to the collector manifests of the cargo, or the parts thereof shipped by them respectively, and verify the same by oath. They must also, together with the master, state upon oath (or affirmation) to the collector, the true name of the foreign place in which said cargo is intended to be landed.

The master of every vessel bound to foreign ports or seas must obtain a passport, for which he must pay ten dollars. On receiving this passport he must give bonds in the sum of two thousand dollars that the passport shall not be used for the protection of any other vessel than the one for which it was granted. In case of the loss or sale of the vessel, the passport must be returned within three months to the collector from whom it was received, if the loss or sale take place within the United States; within six months if the sale or loss take place anywhere this side of the Cape of Good Hope; and within eighteen months if at a more distant port.

Vessels owned in the United States, and bound to a foreign port, other than a port in America, must pay four dollars for each and every voyage, to be paid at the time of clearing. If, however, the vessel has cleared for a foreign port from a port in America out of the United States, then this charge must be paid by the master on his arrival from each foreign port, in any port in the United States.

The master of every vessel licensed for the coasting trade is also obliged to furnish a manifest of his cargo to the collector, on arriving at his port of destination, and to verify it upon oath, before the collector will grant a permit for unloading it.

Licensed coasters of twenty tons burden and upward may carry on such trade within the limits of either of the great districts without being obliged to clear or enter at the custom-house, provided they have not on board distilled spirits in casks exceeding 500 gallons, wine in casks exceeding 250 gallons, wine in bottles exceeding 100 dozen, sugar in casks or boxes exceeding 3,000 lbs., ten in chests or boxes exceeding 500 lbs., coffee in casks or bags exceeding 1,000 lbs, foreign goods in packages as imported exceeding $100, or goods of foreign growth or manufacture, or both, whose aggregate value exceeds $800.

The owner or consignee of goods on board of any vessel, or his agent, within fifteen days after the report of the master of such vessel to the collector, must make a written entry of the goods with the collector

[*See form of the entry*]; producing also to the collector and naval officer the original invoices and bills of lading.

Invoices must be made out in the currency of the country from whence the goods are imported, and must contain weight, measure, gauge, &c., or the same be weighed, &c., at the expense of the importer.

When the value of such currency is not fixed by law, the invoice must be accompanied by a consular certificate, stating the true value of the currency in specie or United States dollars—in default thereof, bond for the production of such certificate must be given.

If no invoice has been received, the merchandise may be entered by appraisement, on giving bond.

Goods belonging to a person not resident in the United States, cannot be admitted to entry unless accompanied by an invoice verified by the owner's oath, as per form, [*See Owner's Oath.*]

Bills of lading, duly signed, must be submitted with invoice at the time of making entry, and if to order, must be endorsed.

Entries for merchandise must be in proper form [*See Form of Import Entry,*] with each package carried out separately, and with such additions of charges and commissions as are the usage of the country whence shipped, and signed by the party or parties making entry.

If the master of a licensed coasting vessel has lost or mislaid the certified manifest, or the permit given therefor, he cannot land the cargo laden on board till bonds be given to secure the payment of the duty upon all such parts of the cargo as are of foreign growth or manufacture, or of spirits distilled within six months, in the same manner as if they were imported from a foreign country. Such bond is cancelled either by the master recovering the lost manifest, or by procuring a certificate from the collector of the port from whence the cargo was shipped, that such goods were legally exported in such vessel.

Vessels must report at the custom-house within twelve hours, and enter within forty-eight hours after arrival.

A vessel may proceed with goods brought in her, which shall be reported in the original manifest as destined for a foreign place, without paying any duties on such of the goods as shall be re-exported in such vessel, upon the master's executing a bond to that effect with one or more sureties. [*See form of bond when vessel after entry is destined for a foreign port.*]

MODE OF PROCEDURE FOR PARTY MAKING ENTRY OF MERCHANDISE IN CUSTOM-HOUSE, NEW-YORK.

Having the entry and duplicate copy properly made out and signed by the party making the entry, with invoice or invoices and bill or bills of lading, and such papers or certificates as may by the circumstances of the case be required, hand them to the entry clerk in the collector's office, who examines, compares, and checks the papers, stamps and verifies the invoice, makes up the duty and makes out the permit—all of which take to the entry clerk in the naval office, who examines the whole work and checks, if correct. Then take the papers to the deputy collector, where the oath is taken and the deputy checks the entry, invoice, and permit, and designates the package or packages, when

more than one, to be sent to the public store for examination by the appraisers (one package at least in every ten must be examined)—thence to the deputy naval officer to be checked by him. Your entry is then ready for the bond clerk, to whom the papers should be handed, and who receives the bond required by law according to the merits of the case; and after getting the check of the naval office cashier, pay duty to the cashier, collector's department, leaving entry and invoice, taking permit, which, if for single package, leave at the order desk, and if for more than one, take to the officer in charge of the vessel, and all packages are delivered, except those designated, to be examined by the appraisers, which are sent to 12 Broad-street, examined by the appraisers, and, if correct as to value, quantity, &c, as per invoice, will be delivered on application to the order desk. There are thousands of points arise for each separate invoice, style of merchandise, entry, &c., involving some special questions. To avoid annoyance and difficulty, it may be well to employ a regular *reputable* custom-house broker, who for a small commission will facilitate your business and prevent needless trouble and expense.

mms

Inward Manifest for a Foreign Vessel from a Foreign Port.

Report and manifest of the cargo laden on board of the [here insert the vessel's name,] whereof [insert master's name,] is master, burden [inserting the tonnage,] tons, built at ——, in the State of ——; owned by ——, [as detailed in the certificate of registry,] bound to [name the port,] which cargo was taken on board at [name the place where shipped.]

Marks. Nos.	Packages and contents.	By whom shipped.	To whom consigned.	Place of consignees' residence.	Ports of destination.

Endorsement by Officer of Customs.

I, A. B., certify that the within manifest was this day produced to me as the original manifest of the cargo on board the ship——, whereof —— is master, from [insert the port where last from].

In witness whereof, I have hereto signed my name, this —— day of ——, 18—.

Endorsement by the Officer on a Copy of the Manifest.

I, A. B., certify that I have examined the within manifest, produced to me this day as a copy of the original manifest of the cargo on board the ship ——, whereof —— is master, from ——, with the original, and find the same to agree.

In witness whereof, I have hereto signed my name, this —— day of ——, 18—.

Return of Passengers.

DISTRICT OF NEW-YORK, }
Port of New-York. }

I, A. B., do solemnly, sincerely, and truly affirm, that the following list or manifest of passengers, subscribed with my name, and now delivered by me to the collector of customs for the district of New-York, contains, to the best of my knowledge and belief, a just and true account of all the passengers received on board the ship ——, whereof I am master, from ——: so help me God. A. B.

Sworn to this —— day of ——, 18—, }
before me, ——. }

List or manifest of all the passengers taken on board the ship ——, whereof —— is master, from ——, burden, —— tons.

Names.	Age.		Sex.	Occupation.	The country to which they severally belong.	The country to which they intend to belong.	Died on the voyage.
	Years	Months.					

Form of Report and Oath after Arrival of Vessel.

I, A. B., do solemnly, sincerely, and truly swear (or affirm) that the report and manifest subscribed with my name, and now delivered by me to the collector of the district of [insert the name of the district,] contains, to the best of my knowledge and belief, a just and true account of all the goods, wares, and merchandise, including packages of every kind and nature whatsoever, which were on board the [insert the denomination and name of the vessel at the time of her sailing from the port, or here insert the name of the port or place the vessel last sailed from,] or which have been laden or taken on board at any time since, and that the packages of the said goods are as particularly described as in the bills of lading, signed for the same by me, or with my knowledge; that I am at present, and have been during the voyage, master of the said vessel, [or insert, if otherwise, specifying how long he had been master,] that no package whatsoever, or any goods, wares or merchandise, have been unladen, landed, taken out, or in any manner whatever removed from on board the said [insert the denomination and name of the vessel,] since her departure from the said port of [insert the name of the last port she sailed from,] except such as are now particularly specified and declared in the abstract or account herewith, and that the clearance and other papers, now delivered by me to the collector, are all that I now have, or have had, that any way relate to the cargo of the said vessel. And I do further swear (*or* affirm) that the several articles specified in

the said manifest, as the sea stores for the cabin and vessel, are truly such, and were *bona fide* put on board the said [insert the denomination and name of the vessel,] for the use of the officers and crew, and passengers thereof, and have none of them been brought, and are not intended by way of merchandise, or for sale, or for any other purpose than above mentioned, and are intended to remain on board for the consumption of the said officers and crew: I further swear (*or* affirm) that if I shall hereafter discover, or know of, any other or greater quantity of goods, wares, and merchandise, of any nature or kind whatsoever, than are contained in the report and manifest subscribed and now delivered by me, I will immediately, and without delay, make due report thereof to the collector of the port or district of [here insert the port or district entering at:] and I do likewise swear (*or* affirm) that all matters whatsoever in the said report and manifest expressed, are, to the best of my knowledge and belief, just and true. [The following addition to the oath or affirmation is to be inserted, in cases where the manifest shall not have been certified by some officer of the customs in manner provided.] I further swear (*or* affirm) that no officer of the customs has applied for an inspection of the manifest of the cargo on board the said vessel, and that no certificate or endorsement has been delivered to me on any manifest of such cargo: so help me God.

(Signed,) A. B.

Sworn (*or* affirmed) before me, }
this —— day of ——, }
C. D., Collector.

Form of Report of Master when Vessel has Wines, Spirits, or Teas on Board.

Report of distilled spirits, wines, and teas, imported in the [here insert the name and denomination of the vessel,] built in [here insert where built in the United States, or to what foreign nation belonging,] burden [here insert the tonnage of the vessel,] whereof [here insert the name of the master,] from [here insert the foreign port from which the vessel last sailed,] bound to [here insert the port or ports to which destined in the United States.]

Marks.	Number of casts, chests, and packages, inclusive.	Description of casks, chests, and packages, inclusive.	Kinds and qualities of spirits, wines and teas.	Estimated gallons of spirits, of each kind.	Estimated gallons of wines, of each kind	Estimated pounds of teas, of each kind.	To whom consigned.	Where consigned.

Sea stores, consisting of spirits, wines, and teas. [Here insert the quantities particularly.] [Signed] A. B., master of ——. To ——, inspector of the revenue —— for the port of ——.

Form of Bond when Vessel after Entry is destined for a Foreign Port.

Know all men by these presents, that we [here insert the name of the master of the vessel, and the name or names of the sureties,] are held and firmly bound unto the United States of America in the sum of ——, to be paid to the said United States; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, dated this —— day of ——, in the —— year of the independence of the United States, and in the year of our Lord one thousand eight hundred and ——.

Whereas the following described packages of goods, wares, and merchandise [here insert the marks, numbers, denomination, and number, or packages and contents, so far as may be, and if articles in bulk, the quantity and quality,] imported into the district of ——, in the [insert the denomination and name of vessel] whereof [insert name,] is master, from [insert port or place where from,] on the [insert date of vessel's entry,] as per report and manifest then delivered by the said master, are now about to be exported and conveyed in the said [insert denomination and name of vessel,] to the port of [insert name of the port intended for,] and whereas the duties that would have become due on the same goods, wares and merchandise, had the same been unladen here, and not so exported, would have amounted to the aforesaid sum of ——.

Now, therefore, the condition of this obligation is such, that if the above bounden —— shall and do, within —— months from the date hereof, produce to the collector of this district the certificates required by law, that the said enumerated [packages of merchandise, or articles in bulk, as the case may be,] have been exported to, and and landed at, the aforesaid port of ——, or at any other port or place within the limits of the United States, or if either the whole, or any part of the said goods, wares, and merchandise, shall be landed within the limits of the said United States, until due entry thereof shall have been first made, and the duties thereon paid, or secured to be paid, according to law, then the above obligation to be void, otherwise to be and remain in full force and virtue.

Sealed and delivered in the presence of ——.

Import Entry.

Importers of dry goods are required to specify, in the column of contents, the material of which their goods are made, whether wool, cotton, worsted, silk, &c., or when of any two or more, to specify that which is of chief value.

Entry of merchandise, imported by A. B., of the city of New-York, in the ship ——, whereof —— is master, from —— New-York, Feb. ——, 1860.

Mark	Nos.	Packs. and Contents.					Total.	

Form of Protest.

To —— ——, Collector.

Sir: We do hereby protest against the payment of [state the rate] charged on [enumerate the article] contained in this entry, claiming that under existing laws said goods are *only* liable to a duty of [state the rate claimed] because [state the reasons] we pay the amount exacted in order to get possession of the goods, and claim to have the difference refunded.

(Signed.)

New-York, ——, 18—.

Consignee, Importer, or Agent's Oath.

Port and District of New-York.

I, A. B., do solemnly and truly swear, that the invoice and bill of lading now presented by me to the collector of New-York, are the true and only invoice and bill of lading by me received, of all the

goods, wares, and merchandise, imported in the ship ——, whereof —— is master, from ——, for account of any person whomsoever, for whom I am authorized to enter the same; that the said invoice and bill of lading are in the state in which they were actually received by me, and that I do not know nor believe in the existence of any other invoice or bill of lading of the said goods, wares, and merchandise; that the entry now delivered to the collector contains a just and true account of the said goods, wares, and merchandise, according to the said invoice and bill of lading; that nothing has been on my part, nor to my knowledge, on the part of any other person, concealed or suppressed, whereby the United States may be defrauded of any part of the duty lawfully due on the said goods, wares, and merchandise; and that if, at any time hereafter, I discover any error in the said invoice, or in the account now rendered of the said goods, wares, and merchandise, or receive any other invoice of the same, I will immediately make the same known to the collector of this district. And I do further solemnly and truly swear, that, to the best of my knowledge and belief, C. D. is owner of the goods, wares, and merchandise mentioned in the annexed entry; that the invoice now produced by me exhibits the actual cost, or fair market value of said goods, wares, and merchandise, all the charges thereon, and no other different discount, account, bounty, or drawback, but such as has been actually allowed on the same.

Sworn this —— day of February, 1860, before me,

L. C., Collector.

P. D., Naval Officer.

Owner's Oath.

I, A. B., do solemnly and truly swear, that the entry now delivered by me to the collector of New-York, contains a just and true account of all the goods, wares, and merchandise imported by or consigned to me, ——, in the ship ——, whereof —— is master, from ——; that the invoice which I now produce contains a just and faithful account of the actual cost of the said goods, wares, and merchandise, of all the charges thereon, including charges of purchasing, carriages, bleaching, dying, pressing, finishing, putting up, and packing, and no other discount, drawback, or bounty, but such as has been actually allowed on the same. All charges for packages, packing expenses, making up, inland carriage, export duty, commissions, porterage, and all shipping charges, must be put on the entry; and the charges under each rate of duty, ad valorem, and on each article paying a specific rate of duty, must be apportioned by the person making the entry, or it will be returned for correction; also specify the weight or quantity of each article; that I do not know or believe in the ex-

istence of any invoice or bill of lading other than those now produced by me, and that they are in the state in which I actually received them. And I do further solemnly and truly swear, that I have not, in the said entry or invoice, concealed or suppressed anything whereby the United States may be defrauded of any part of the duty lawfully due on the said goods, wares, and merchandise; and that if at any time hereafter I discover any error in the said invoice, or in the account now produced of the said goods, wares, and merchandise, or receive any other invoice of the same, I will immediately make the same known to the collector of this district.

Sworn this —— day of February, 1860, before me.

L. C., Collector.

P. D., Naval Officer.

I, L. D., do solemnly, sincerely, and truly swear, that I have not received, nor do I know of the existence of any invoice of goods contained in the within entry, and that it is not within my knowledge of any invoice having been received of said goods, wares, or merchandise, by any other person.

Sworn this —— day of February, 1860, before me.

L. C., Collector.

P. D., Naval Officer.

Outward Foreign Manifest.

Report and manifest of the cargo laden at the port of New-York, on board the ship ——, whereof —— is master, bound for Liverpool, February, 1860 :

Marks.	Numbers.	Packages and Contents.	Quantities.	Value of Domestic articles at the port of exportation.	Value of Foreign articles not entitled to Drawback.	Value of Articles entitled to Drawback.	Total.	To be landed at.

Master's Oath on Clearing Outward.

DISTRICT OF NEW-YORK, }
Port of New-York. }

I, A. B., master or commander of the ship ——, bound from the port of New-York to Liverpool, do solemnly, sincerely, and truly swear, that the manifest of the cargo on board the said ship, now delivered by me to the collector of this district, and subscribed with my name, contains, according to the best of my knowledge and belief, a full, just, and true account of all the goods, wares, and merchandise now actually laden on board the said vessel, and of the value thereof; and if any other goods, wares, or merchandise shall be laden or put on board the said ship previous to her sailing from this port, I will immediately report the same to the said collector. I do also swear that I verily believe the duties on all the foreign merchandise therein specified have been paid or secured according to law, and that no part thereof is intended to be relanded within the United States; and that if by distress, or other unavoidable accident, it shall become necessary to reland the same, I will forthwith make a just and true report thereof to the collector of the customs of the district wherein such distress or accident may happen. And said cargo is truly intended to be landed in the port of Liverpool, in the United Kingdom of Great Britain and Ireland: so help me God. A. B.

Sworn before me, this —— }
day of ——, 1860. }

Form of Clearance.

DISTRICT OF NEW-YORK, }
Port of New-York. }

These are to certify, to all whom it doth concern, that A. B., master or commander of the ———, burthen ——— tons, or thereabouts, mounted with ——— guns, navigated with —— men, —— built, and bound for ——— having on board ———, hath here entered and cleared his ship according to law.

Given under our hands and seals, at the custom-house of ———, the ——— day of ———, in the year of our Lord one thousand eight hundred and sixty, and in the ——— year of the independence of the United States of America.

Coasting Manifest.

Manifest of cargo on board the schooner ———, ——— master

burden ——— tons, bound from New-York to ———. New-York, Feb. —, 1860.

Marks and Nos.	No. of Entries.	Packages and Contents.	Shipper.	Residence.	Consignee.	Residence

Form of Entry.

Entry of merchandise imported by [insert the name of the importer or consignee] in the [insert the name and denomination of the vessel and master's name] from [insert the place from which arrived] insert date of entry.

	Marks.
	Numbers, inclusive.
	Packages and contents.
	Quantity per invoice of articles not subject to specific duties.
	Value of articles subject to specific duties.
	Value subject to 10 per centum ad valorem.
	Value subject to 12½ per centum ad valorem.
	Value subject to 15 per centum ad valorem.
	Value subject to 20 per centum ad valorem.
	Value subject to 40 per centum ad valorem.
	Amount of free goods.
	Charges not subject to duty.
	Total amount per invoice.

Form of Verification of Entry.

I, [here insert the name of the person making the entry] do solemnly, sincerely and truly swear, (or affirm) that the entry now subscribed by my name, and delivered by me to the collector of [insert the name of the district,] contains a just and true account of all the goods, wares, and merchandise imported for sale, or intended to be landed in this district for me, or on account of any house of trade or partnership in which I am concerned, in this district, or which actually came consigned to me, or to any house or trade or partnership with which I am concerned, or (if the entry be made by an agent,) imported by or consigned to [insert the name of the person or firm for whom entry is made,] and intended for sale, or to be landed in this district, in the [insert the name and denomination of the vessel] whereof [insert the name of the master] is master, from [insert the name of the port from which the vessel arrived,] that the said entry contains a just and true account [insert the denomination of money in which the invoices and entry are made] of the cost thereof, including all charges

that the invoice or invoices, and bill or bills of lading now produced by me, are the true, genuine, and only invoices and bills of lading by me received, of the said goods, wares, and merchandise, imported or consigned as aforesaid, and the only invoices by which I have been charged, or for which I am to account; and that the said invoice and bills of lading are in the actual state in which they were received by me, and that I do not know of any other invoices or account of the said goods, wares, or merchandise, different from what is or are here produced: I do further swear (*or* affirm) that if I hereafter discover any other or greater quantity of goods, wares, or merchandise, than is contained in the entry aforesaid, or shall receive any invoice of the whole, or any part thereof, other in quantity, quality, and price, than has been now exhibited, I will immediately and without delay, report the same to the collector of this district: I also swear (or affirm) that nothing has been concealed or suppressed in the entry aforesaid, whereby to avoid a just payment of the duties imposed by the laws of the United States, and that all matters are justly and truly expressed therein, according to my best knowledge and belief: so help me God.

Sworn (*or* affirmed) this —— day of ——, before ——

A B., Collector.

Form of Oath where Goods are entered by Invoice.

I, ——, do solemnly and truly swear (*or* affirm) that the invoice and bill of lading now presented by me to the collector of ——, are the true and only invoice and bill of lading by me received, of all the goods, wares, and merchandise imported in the ——, whereof —— is master, from ——, for account of any person whomsoever, for whom I am authorized to enter the same; that the said invoice and bill of lading are in the state in which they were actually received by me, and that I do not know nor believe in the existence of any other invoice, or bill of lading of the said goods, wares, and merchandise: that the entry now delivered to the collector contains a just and true account of the said goods, wares, and merchandise, according to the said invoice and bill of lading; that nothing has been, on my part, nor, to my knowledge, on the part of any other person, concealed or suppressed, whereby the United States may be defrauded of any part of the duty lawfully due on the said goods, wares, and merchandise, and that if, at any time hereafter, I discover any error in the said invoice, or in the account now rendered of the said goods, wares, and merchandise, or receive any other invoice of the same, I will immediately make the same known to the collector of this district. And I do further solemnly and truly swear (*or* affirm) that to the

best of my knowledge and belief, [insert the name and residence of the owner or owners, is or are,] of the goods, wares, and merchandise, mentioned in the annexed entry; that the invoice now produced by me exhibits the actual cost, (if purchased,) or fair market value, (if otherwise obtained,) at the time or times, and place or places, when and where procured, (as the case may be,) of the said goods, wares, and merchandise, all the charges thereon, and no other or different discount, bounty, or drawback, but such as has been actually allowed on the same.

Owner's Oath, in cases where Goods, Wares, or Merchandise, have been actually purchased.

I, ——, do solemnly and truly swear (*or* affirm) that the entry now delivered by me to the collector of ——, contains a just and true account of all the goods, wares, and merchandise imported by, or consigned to me, in the ——, whereof —— is master, from ——; that the invoice which I now produce, contains a just and faithful account of the actual cost of the said goods, wares, and merchandise, of all the charges thereon, including charges of purchasing, carriages, bleaching, dyeing, dressing, finishing, putting up, and packing, and no other discount, drawback, or bounty, but such as has been actually allowed on the same; that I do not know nor believe in the existence of any invoice or bill of lading other than those now produced by me, and that they are in the state in which I actually received them. And I do further solemnly and truly swear (*or* affirm) that I have not, in the said entry or invoice, concealed or suppressed anything whereby the United States may be defrauded of any part of the duty lawfully due on the said goods, wares, and merchandise; and that if, at any time hereafter, I discover any error in the said invoice, or in the account now produced, of the said goods, wares, and merchandise, or receive any other invoice of the same, I will immediately make the same known to the collector of this district.

Manufacturer's or Owner's Oath, in cases where Goods have not been actually purchased.

I, ——, do solemnly and truly swear (*or* affirm) that the entry now delivered by me to the collector of ——, contains a just and true account of all the goods, wares, and merchandise imported by, or consigned to me, in the ——, whereof —— is master, from ——; that the said goods, wares, and merchandise, were not actually bought by me, or by my agent, in the ordinary mode of bargain and sale, but that, nevertheless, the invoice which I now produce contains a just and faithful valuation of the same, at their

fair market value, including charges of purchasing, carriages, bleaching, dyeing, dressing, finishing, putting up and packing, at the times or times, and place or places, when and where procured for my account, (*or* for account of myself and partners:) that the said invoice contains also a just and faithful account of all charges actually paid, and no other discount, drawback, or bounty, but such as has been actually allowed on the said goods, wares, and merchandise; that I do not know, nor believe in the existence of any invoice or bill of lading, other than those now produced by me, and that they are in the state in which I actually received them. And I do further solemnly and truly swear (*or* affirm) that I have not, in the said entry or invoice, concealed or suppressed anything whereby the United States may be defrauded of any part of the duty lawfully due on the said goods, wares, and merchandise, and that if, at any time hereafter, I discover any error in the said invoice, or in the account now produced of the said goods, wares, and merchandise, or receive any other invoice of the same, I will immediately make the same known to the collector of this district.

Form of Bond to be given by Agent making Entry.

Know all men by these presents, that we [here insert the names of the principal surety or sureties,] are held and firmly bound unto the United States of America in the sum of one thousand dollars; for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Witness our hands and seals, this —— day of ——, one thousand seven hundred and ninety ——.

Whereas the above bounden —— has this day duly entered at the custom-house of ——, and paid (or secured to be paid, as the case may be,) the duties on sundry goods, wares, and merchandise, imported in the [insert the denomination and name of the vessel,] whereof [insert the name] is master, from [insert the port or place where from,] as particularly enumerated in the entry thereof, made and subscribed by the said ——, in behalf of [insert the name or names of the persons, actual owners, or consignees,] bearing equal date herewith.

The conclusion of this obligation, therefore, is such, that if the said bounden —— shall on or before the ——, deliver, or cause to be delivered, to the collector of the customs for the district of [insert the name of the district where the bond is taken,] a full and correct account from the said [insert the name of the actual owner or consignee,] of the aforesaid merchandise, imported by him on his own account, or consigned to his care, verified by the oath of the ——, being the proper owner or consignee, in manner and form

as would be required if he were personally present, taken before any judge of the United States, or of a court of record of a state, or before the collector of any other district, then this obligation shall be null and void, otherwise it shall be and remain in full force and virtue.

Sealed and delivered in the presence of ——.

Form of Oath to Appraisement.

We [insert the names of the persons,] appointed by the collector of [here insert the name of the port or district,] and [here insert the name of the importer or importers,] to ascertain the contents, and appraise the value of the merchandise contained in the several packages described in the within or annexed entry or account, do solemnly, sincerely, and truly swear, (*or* affirm), that the several articles detailed in the annexed appraisement, subscribed with our names, contains a full and true account of all the merchandise whatsoever, contained in the several packages mentioned in such entry or account, and that the several prices by us affixed to each article, are, to the best of our skill and judgment, the true and actual value or cost thereof, at the place of exportation: so help us God.

Form of Oath in ascertainment of Damages.

We [insert the names of the persons,] appointed by the collector of the district of [insert the name of district] and [insert the name or names of the owner or owners, consignee or consignees,] to ascertain and appraise the damage sustained on merchandise imported by [insert the name or names of the importer or importers,] in the [insert denomination and name of the vessel,] whereof [insert the name,] is master, from [insert the port or place from which imported,] do solemnly, sincerely, and truly swear (*or* affirm), that we have carefully examined the several packages hereafter enumerated and described, and find the several articles of merchandise, as particularly detailed, contained in the said packages, to have received damage, as we believe, during the voyage of importation, and that the allowance by us made for such damage is, to the best of our skill and judgment, just: so help us God.

Export Entry—in case of Drawback.

Entry of merchandise intended to be exported by ——, on board the ——, whereof —— is master, for —— for the benefit of drawback; which were imported into the district of —— , on the ——

by ——, in the ——, —— master, from ——, and brought into this district on the ——.

NEW-YORK, ——, 1860.

Marks.	Nos.	Packages and Contents.	Nett cost of ad valor. Articles.	Weight of Gauge.	Tare and Draft.	Allowance for Breakage.

Shipper's Manifest—Part of Cargo.

Manifest of part of the cargo shipped by ——, on board the ——, whereof —— is master, bound for ——.

NEW-YORK, —— 1860.

Marks.	Nos.	Packages and Contents.	Quantities.	Value of Domestic Articles at the port of exportation.	Value of Foreign Articles not entitled to Drawback.	Value of Articles entitled to drawback.	Total.	To be landed at.

DISTRICT OF NEW-YORK, }
Port of New-York. }

I, A. B., do solemnly, sincerely, and truly swear, that the within manifest contains a full, just, and true account of all the goods, wares, and merchandise shipped by me on board the within-named vessel, and that the quantities and values of each article are truly stated, according to their actual cost, or the values which they truly bear in this port at this time. And I further swear, that the said merchandise is truly intended to be exported to ——. So help me God.

Sworn to this —— day of }
——, 1860, before me, }
P. L., Collector.

Export Entry—Goods sent Coastwise.

Entry of merchandise intended to be shipped by ——, on board the ——, whereof —— is master, for ——, to be exported from thence for the benefit of drawback, which were imported into

this district on the ——, by ——, in the ——, —— master, from ——. New-York, February —, 1860.

Marks.	Nos.	Packages and Contents.	Nett cost of ad valor. Articles.	Weight of Gauge.	Tare and Draft.	Allowance for Breakage

Export Entry—Goods brought Coastwise.

Entry of merchandise intended to be exported by ——, on board the ——, whereof —— is master, for ——, for the benefit of drawback, which were imported into the district of —— on the ——, by ——, in the ——, master, from ——, and brought into this district on the ——, in the ——, master, from ——. New-York, February —, 1860.

Marks.	Nos.	Packages and Contents.	Nett cost of ad valor. Articles.	Weight of Gauge.	Tare and Draft.	Allowance for Breakage.

Form of Bond, not to reland in case of Drawback.

Know all men by these presents, that we, ——, of the —— of ——, are held and firmly bound to the United States of America in the sum of ———, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Sealed with our seals, and dated this —— day of ——, 1860.

Whereas, the following merchandise has been duly imported into the United States, to wit: [here state the person by whom the goods was imported, the name of the vessel, master's name, from whence, into what district, and when imported, together with the marks, numbers, and description of packages, with their contents,] which said merchandise has been re-shipped by the above bounden ———, in order to export the same in the ———, of ———, master, now in the port of ———, and bound for ———.

Now the condition of this obligation is such, that if the said merchandise, or any part thereof, be not relanded in any port or place within the limits of the United States, and if the certificates and other proofs required by law of the delivery of the same, at the aforesaid port of ———, or at any other port or place without the limits of the United States, as aforesaid, shall be produced at this office within ——— from the date hereof, then this obligation shall be null and void, but otherwise to remain in full force and virtue.

Sealed and delivered)
in the presence of ——.)

Form of a Certificate of Consignee, declaring the Delivery of Merchandise at a Foreign Port.

I, A. A., [*or* we, B. B. and C. C.,] of the city [*or* town] of ——, merchant, [*or* merchants, and copartners in trade,] do hereby certify, that the goods or merchandise hereinafter described have been landed in this city, [town *or* port,] between the ——— and ——— days of ———, from on board the ——— of ———, whereof G. G. is at present master, viz.: [here insert the particular articles delivered, in manner following, as the case may require,] namely:

A. B., No. 1 *a* 10, ten hogheads, } Containing fourteen thousand
C. D., Nos. 3, 6, 9, 15, four tierces, } pounds weight of coffee.

E. F., Nos. 14, 18, 22, 25, 27, 30, 33. 36, eight hogheads, containing ten thousand pounds weight of brown sugar.

G. H., No. 21 *a* 30, ten chests, containing seven hundred weight of hyson tea.

I. K., 7, 16, 19, three bales, containing one hundred and fifty pieces of nankeen, which, according to the bills of lading for the same, were shipped on board the ——, at the port of ——, in the United States of America, on or about the —— day of ——, and consigned to me [*or* to us] by —— of —— aforesaid, merchant, [*or* by the master of the said ——.]

Given under my [*or* our] hands, at the city of ——, this —— day of ——.

Form of Oath of the principal Officers of Vessels, confirming the Landing of Merchandise at a Foreign Port.

Port of ——.

We, G. E., master, and H. H., mate of the ——, of ——, lately arrived from the port of ——, in the United States of America, do solemnly swear [*or* affirm] that the goods or merchandise enumerated and described in the preceding certificate, dated the ——— day of ———, and signed by A. A., of the city of ———, merchant, were actually delivered at the said port, from on board the said ———, within the time specified in the said certificate.

Sworn [*or* affirmed] at the city of ———, before me, this ——— day of ———.

Form of Verification of Delivery of Merchandise by a Consul.

I, M. M., consul [*or* agent] of the United States of America, at the city of ———, do declare, that the facts set forth in the preceding certificates, subscribed by A. A., of the said city, merchant, and dated the ——— day of ———, are, to my knowledge, just

and true, [*or* are, in my opinion, just and true,] and deserving full faith and credit.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of my office, at ———, this ——— day of ———.

M. M., Consul.

Form of like Verification by American or Foreign Merchants.

We, ———, residing in the city of ———, do declare, that the facts stated in the preceding certificate, signed by ———, of the said city, merchant, on the ——— day of ———, are, to our knowledge, just and true, [*or* are, in our opinion, just and true,] and worthy of full faith and credit. We also declare that there is no consul [*or* other public agent for the United States of America, or American merchants, as the case may require,] now residing at this place.

Dated at the city of ———, this ——— day of ———.

R. S.
T. L.

Form of Permits for unlading Goods.

PORT OF ———.

To the inspectors of the port [*or* the keeper of the public store, as the case may require.]

We certify, that [insert the name of the actual owner, or consignee,] has paid [*or* secured to be paid, as the case may be,] the duties on merchandise contained in the following packages, in conformity to the entry thereof of this date, which merchandise was imported in the [insert the denomination and name of the vessel, master's name, and the port from which arrived,] permission is accordingly hereby given to land [*or* deliver] the same, viz., [here particularly insert the mark, number, and denomination of each package, and, as far as may be, their contents, noting those articles that are to be either weighed, gauged, or measured.]

A. B., Collector.
C. D., Naval Officer.

Form of Inspector's Return after unlading Vessel.

Return of merchandise, unladen under my inspection, pursuant to permits for that purpose, from on board the [insert the names of the vessel and master,] from [insert the port from which the vessel arrived.]

Form of Certificate when Goods are taken into Possession of Collector.

DISTRICT OF ———. PORT OF ———.

I certify that there has been received into store, from on board the [insert the denomination and name of the vessel,] whereof [insert the name] is master, from [insert the port or place where from,] the following merchandise, to wit: [here enumerate the several packages, their denominations, marks, and numbers, and, if articles in bulk, the quantity,] lodged by [insert the name,] inspector, under whose care the said vessel was unladen.

Bills of Lading.

A bill of lading is an acknowledgment or receipt from the agent or master of a vessel that he has received the goods named therein, and an agreement for the safe transmission of the same to their port of destination and delivery, to the party to whom they are consigned. Three copies are usually signed—one to be sent to the person to whom the goods are forwarded, one to be returned by the agent of the vessel, and one for the person sending the goods.

Form of Bill of Lading.

Shipped, in good order and well conditioned, by John G. Wells, on board the ship called the Silas Wright, whereof William B. Dich is master, now lying in the port of New-York, and bound for Liverpool, England, to say: five packages of merchandise, being marked and numbered as in the margin, and are to be delivered in the like order and condition at the port of Liverpool, England, (the dangers of the seas only excepted), unto Charles Willmer, or to his assigns, he or they paying freight for the said packages, the sum of four dollars, with fifty cents primage and average accustomed.

C. W.
Liverpool,
England.

In witness whereof, the master or purser of said vessel doth affirm to three bills of lading, both of this tenor and date; one of which being accomplished, the others to stand void.

Dated in New-York, the first day of July, one thousand eight hundred and sixty. WM. B. DICK, Master.

Affidavit of Claimant on application for return of Duties.

I, ———, do solemnly, sincerely, and truly swear, that the articles specified in the annexed statement were imported, and the duties paid thereon, by ———; that said articles were the growth or product of the British province of ———, and imported direct therefrom; and that no portion of the said duties has been hereto-

fore refunded; that the claim above referred to has not been assigned or alienated by operation of law or otherwise, and that I am not (nor is either member of our firm) indebted to the United States.

Sworn before me, this ——— day of ———, 18—.

———, Notary Public.

Affidavit of Claimant on Application for Cancellation of Bond.

I, ———, do solemnly, sincerely, and truly swear, that the articles specified in the annexed statement were imported and warehoused on bonds given for the payment of the duties thereon by ———; that said articles were the growth and product of the British province of ———, and imported direct therefrom; and that said bonds have not been cancelled, and that I am not (nor is either member of the firm) indebted to the United States.

Sworn before me, this ——— day of ———, 18—.

———, Notary Public.

A Respondentia Bond.

Know all men by these presents, that we, James Bignell, commander of the steamship Lone Star, in the service of the United States Mail Company, Charles Rowland, of New-York, are held and firmly bound to George Law, of the same place, merchant, in the sum or penalty of fifteen thousand dollars of good and lawful money of the United States, to be paid to the said George Law, or to his certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, jointly and separately, our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals, dated this fourth day of May, in the year one thousand eight hundred and sixty.

Whereas the above-named George Law has, on the day of the date above-written, advanced and lent unto the said James Bignell and Charles Rowland the sum of seven thousand five hundred dollars upon the goods, and merchandises, and effects, laden and to be laden on board the good steamship or vessel called the Lone Star, of the burden of two thousand one hundred tons, or thereabouts, now riding at anchor in the North river, outward bound to Liverpool, and whereof James Bignell is the commander, by his acceptance of a bill of exchange to that amount, at four months date, for the account of them the said James Bignell and Charles Rowland; now the condition of this obligation is such, that if the said steamship or vessel do and shall, with all convenient speed, proceed and sail from and out of the said North river on a voyage to Liverpool,

and from thence do and shall sail, return, and come back into the said North river, at or before the end and expiration of twelve calendar months, to be accounted from the day of the date above written, and there to end her said intended voyage, (the dangers and casualties of the seas excepted;) and if the said James Bignell and Charles Rowland, or either of them, their or either of their heirs, executors, or administrators, do and shall, within thirty days next after the said ship or vessel shall be arrived at her moorings in the said North river from her said intended voyage, or at or upon the end and expiration of the said twelve calendar months, to be accounted as aforesaid, (which of the said times shall first and next happen,) well and truly pay, or cause to be paid, unto the said George Law, his executors, administrators, or assigns, the full sum of nine thousand dollars lawful money of the United States, together with sixty-two dollars fifty cents of like money per calendar month, for each and every calendar month, and so proportionately for a greater or lesser time than a calendar month, for all such time and so many calendar months as shall be elapsed and run out of the said twelve calendar months, over and above two calendar months, to be accounted from the day of the date above written; or if, in the said voyage, and within the said twelve calendar months, to be acounted as aforesaid, an utter loss of the said steamship or vessel, by fire, enemies, men-of-war, or any other casualties, shall unavoidably happen; and the said James Bignell and Charles Rowland, their heirs, executors, or administrators, do and shall, within six calendar months next after such loss, well and truly account for (upon oath, if required,) and pay unto the said George Law, his executors, administrators, or assigns, a just and proportionable average on all the goods and effects of the said James Bignell, carried from the United States on board the said ship or vessel, and the net proceeds thereof, and on all other goods and effects which the said James Bignell shall acquire during the said voy age, for and by reason of such goods, merchandises, and effects, and which shall not be unavoidably lost; then the above-written obligation to be void and of no effect; else to stand in full force and virtue. As witness our hands and seals in the year and date above written. A. R., for self and C. D. [L. S.]

Signed, sealed, and delivered in the presence of
G. H.
I. K.

Form of Charter Party.

THIS charter party, indented, made, concluded, and agreed upon, the ——— day of ———, in the year of our Lord ———, between A. B. of ——, master and owner of the ship or vessel called ——,

of the burthen of ———, of the one part, and C. D. of ———, of the other part, *witnesseth:* That the said A. B., for the consideration hereinafter mentioned, hath granted and to freight letten, and by these presents doth grant and to freight let, unto the said C. D., his executors, administrators, and assigns, the whole tonnage of the hold, stem, sheets, and half deck of the said ship or vessel, from the port of ——— to the port of ———, in a voyage to be made with the said ship in the manner following, (that is to say:) the said A. B. is to sail with the first fair wind and weather that shall happen next after the ——— day ———, or before the ——— day of ——— next, from the said port of ———, with the goods and merchandises of the said C. D., his factors or assigns, on board, to ——— aforesaid, there to be delivered and discharged of her said cargo, within fifteen days next after her arrival at the end of said voyage: in consideration whereof, the said C. D., for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said A. B., his executors, administrators, and assigns, and every of them, by these presents, that the said C. D., his executors, administrators, factors, or assigns, shall and will well and truly pay, or cause to be paid, unto the said A. B., his executors, administrators, and assigns, for the freight of the said ship or goods, the sum of ———, [*or thus*, 20 dollars a ton for loading or unloading and taking in goods at ——— and ——— ports,] within one and twenty days after the said ship's arrival, and goods discharged at ——— aforesaid, for the end of the voyage; and also shall and will pay for demurrage, if any shall be by the default of him the said C. D., his factors or assigns, the sum of two dollars a day, daily and every day, as the same shall grow due; and the said A. B., for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree, to and with the said C. D., his executors, administrators, and assigns, and every of them, by these presents, that the said ship or vessel shall be ready at the said port of ——, at —— key, to take in goods, by the said —— day of —— next coming; and within ten days after the said ship shall be ready at the said key as aforesaid, the said C.D. doth grant, promise, and agree, to have his goods ready and put on board of said ship, in order that she may proceed on her said voyage. And the said A. B. doth also covenant, promise, grant, and agree, to and with the said C. D., his executors, administrators, and assigns, that the said ship or vessel now is, and at all times during the said voyage shall be, at the best endeavor of the said A. B., his executors and administrators, at his and their own proper costs and charges, in all things made and kept stiff, staunch, and strong, and well furnished, and provided as well with men and mariners sufficient and able to sail, guide and govern the said ship, as with all manner of rigging, boats, tackle, apparel, furniture, provision and appurtenances, fitting and necessary for the

said men and mariners, and for the said ship, during the voyage aforesaid.

In witness, &c.

TARIFF OF DUTIES.

THIRTY PER CENTUM AD VALOREM.

Brandy and other spirits distilled from grain, or other materials; cordials absynthe, arrack, curacoa, kirschenwasser, liqueurs, maraschino, ratafia, and all other spirituous beverages of a similar character. Alabaster and spar ornaments; almonds; anchovies, sardines, and all other fish preserved in oil; composition tops for tables or other articles of furniture; comfits, sweetmeats, or fruits preserved in sugar, brandy, or molasses; glass cut; manufactures of cedar wood, granadilla, ebony, mahogany, rosewood, and satin wood; prepared vegetables, meats, poultry, and game, sealed or enclosed in cans, or otherwise; scagliola tops for tables or other articles of furniture; segars, snuff, paper-segars, and all other manufactures of tobacco; wines—Burgundy, Champagne, claret, Madeira, Port, sherry, and all other wines and imitations of wines.

TWENTY-FOUR PER CENTUM AD VALOREM.

Ale, beer, and porter, in casks or bottles; Argentine, Alabatta, or German silver, manufactured or unmanufactured; articles embroidered with gold, silver, or other metal; articles worn by men, women, or children, of whatever material composed, made up, or made wholly or in part by hand; asses' skins; balsams, cosmetics, essences, extracts, pastes, perfumes, and tinctures, used either for the toilet or for medicinal purposes; baskets, and all other articles composed of grass, osier, palm-leaf, straw, whalebone or willow, not otherwise provided for; bay rum; beads of amber, composition, or wax, and all other beads; benzoates; bologna sausages; bracelets, braids, chains, curls or ringlets composed of hair, or of which hair is a component part; braces, suspenders, webbing or other fabrics composed wholly or in part of India-rubber, not otherwise provided for; brooms and brushes of all kinds; cameos, real and imitation, and mosaics, real and imitation, when set in gold, silver, or other metal; canes and sticks for walking, finished or unfinished; capers, pickles, and sauces of all kinds, not otherwise provided for; caps, hats, muffs and tippets of fur, and all other manufactures of fur, or of which fur shall be a component material; caps, gloves, leggins, mits, socks, stockings, wove shirts and drawers, and all similar articles made on frames, worn by men, women or children, and not otherwise provided for; card cases, pocket books, shell boxes, souvenirs, and all similar article, of whatever material composed; carpets, carpeting, hearth rugs, bed-sides, and other portions of carpeting, being either Aubusson, Brussels, ingrain, Saxony, Turkey, Venitian, Wilton, or any other similar fabric, not otherwise specified; carriages and parts of carriages; cheese; clocks and parts of clocks; clothing, ready made, and wearing apparel of every description, of whatever

material composed, made up or manufactured wholly or in part by the tailor, seamstress, or manufacturer; coach and harness, furniture of all kinds; coal; coke and culm of coal; combs of all kinds; compositions of glass or paste, when set; confectionary of all kinds, not otherwise provided for; coral, cut or manufactured; corks; cotton cords, gimps and galloons; court plaster; crayons of all kinds; cutlery of all kinds; diamonds, gems, pearls, rubies and other precious stones, and imitations of precious stones, when set in gold, silver, or other metal, not otherwise provided for; dolls, and toys of all kinds; earthen, china and stone ware, and all other wares, composed of earthy or mineral substances, not otherwise provided for; epaulets, galloons, laces, knots, stars, tassels, tresses and wings of gold, silver or other metal; fans and fire screens of every description, of whatever material composed; feathers and flowers, artificial or ornamental, and parts thereof, of whatever material composed; fire crackers; flats, braids, plaits, sparterre and willow squares, used for making hats or bonnets; frames and sticks for umbrellas, parasols, and sunshades, finished or unfinished; furniture, cabinet and household; ginger, ground; glass, colored, stained, or painted; glass crystals for watches; glasses or pebbles for spectacles, not otherwise specified; glass tumblers, plain, moulded, or pressed, not cut or printed, not otherwise provided for; porcelain glass; hair pencils; hat bodies of cotton; hats and bonnets, for men, women and children, composed of straw, satin straw, chip, grass, palm-leaf, willow, or any other vegetable substance, or of hair, whalebone, or other material, not otherwise provided for; hemp, unmanufactured; honey; human hair, cleaned or prepared for use; ink and ink powder; iron in bars, blooms, bolts, loops, pigs, rods, slabs, or other form, not otherwise provided for; castings of iron; old or scrap iron; vessels of cast iron; japanned ware of all kinds, not otherwise provided for; jewelry, real or imitation; jet and manufactures of jet, and imitations thereof; lead pencils; maccaroni, vermicelli, gelatine, jellies, and all similar preparations; manufactures of the bark of the cork tree, manufactures of bone, shell, horn, pearl, ivory, or vegetable ivory; manufactures, articles and wares, not otherwise provided for, of brass, copper gold, iron, lead, pewter, platina, silver, tin, or other metal, or of which either of those metals or any other metal shall be the component material of chief value; manufactures of cotton, linen, silk, wool, or worsted, if embroidered or tamboured in the loom or otherwise, by machinery, or with the needle, or other process; manufactures, articles, vessels and wares of glass, or of which glass shall be a component material, not otherwise provided for; manufactures and articles of leather, or of which leather shall be a component part, not otherwise provided for; manufactures and articles of marble, marble paving tiles, and all other marble more advanced in manufacture than in slabs or blocks in the rough; manufactures of paper, or of which paper is a component material, not otherwise provided for; manufactures, articles, and wares of papier mache; manufactures of wood, or of which wood is, a component part, not otherwise provided for; manufactures of wool, or of which wool shall be a component material of chief value, not otherwise provided for; medicinal preparations not otherwise provided for

metallic pens; mineral waters; molasses; muskets, rifles and other fire-arms; nuts, not otherwise provided for; oil-cloth of every description, of whatever material composed; oils, volatile, essential, or expressed, and not otherwise provided for; olive oil in casks, other than salad oil; olive salad oil, and all other olive oil, not otherwise provided for; olives; paper—antiquarian, demy, drawing, elephant, foolscap, imperial, letter, and all other paper not otherwise provided for; paper boxes and all other fancy boxes; paper envelopes; parasols and sunshades; parchment; plated and gilt ware of all kinds; playing cards; potatoes; red chalk pencils; saddlery of all kinds, not otherwise provided for; salmon, preserved; sealing-wax; sewing-silks, in the gum or purified; shoes composed wholly of India-rubber; side-arms of every description; silver-plated metal, in sheets or other form; soap, Castile, perfumed, Windsor, and all other kinds; sugar of all kinds; syrup of sugar; tobacco, unmanufactured: twines and pack-thread of whatever material composed; umbrellas; vellum; vinegar; wafers; water colors; wood unmanufactured, not otherwise provided for; and firewood; wool, when over 20 cts. in value, and all manufactures composed wholly of cotton, which are bleached, printed, painted, or dyed; delaines.

NINETEEN PER CENTUM AD VALOREM.

Buttons and button-moulds of all kinds; baizes, bockings, flannels, and floor-cloths, of whatever material composed, not otherwise provided for; cable and cordage, tarred or untarred; calomel, and all other mercurial preparations; floss-silks, feather-beds, feathers for beds, and downs of all kinds; grass-cloth; hair-seating, and all other manufactures of hair not otherwise provided for; jute, Sisal grass, coir, and other vegetable substances manufactured, not otherwise provided for; manufactures of goats'-hair or mohair, or of which goats'-hair or mohair shall be a component material, not otherwise provided for; manufactures of silk, or of which silk be a component material, not otherwise provided for; manufactures of worsted, or of which worsted shall be a component material, not otherwise provided for; matting, China and other floor-matting, and mats made of flags, jute, or grass; roofing-slates, and slates other than roofing-slates; woollen and worsted yarn; Japanned leather or skins of all kinds.

FIFTEEN PER CENTUM AD VALOREM.

Bacon; barley; beef; bees-wax; alum; Angora, Thibet, and other goats'-hair or mohair unmanufactured; blankets of all kinds; blank-books, bound or unbound; blue, or Roman vitriol or sulphate of copper; boards, planks, staves, lath, scantling, spars, hewn and sawed timber, and timber to be used in building wharves, not otherwise provided for; breccia; bronze liquor; bronze powder; butter; cadmium; calamine; castor-oil; castorum; chocolate; chromate of lead; chromate, bichromate, hydriodate, and prussiate of potash; cobalt; cocculus indicus; copperas or green vitriol, or sulphate of iron; copper rods, bolts, nails, and spikes; copper bottoms; copper in sheets or plates, called brazier's copper, and other sheets of copper not otherwise provided for; cubebs; dried pulp; ether; fig-blue; fish, foreign, whether fresh, smoked, salted, dried, or pickled, not otherwise provided

for; fish-glue or isinglass; fish-skins; flour of sulphur; Frankfort black; fulminates, or fulminating powders; furs dressed on the skin; gamboge; glue; green turtle; gunny-cloth; gunpowder, hair, curled, moss, sea-weed, and all other vegetable substances used for beds or mattresses; hams; hats of wool; hat bodies, made of wool, or of which wool shall be a component material of chief value, not otherwise provided for; hemp-seed or linseed, and rape-seed oil, and all other oils used in painting; Indian corn and corn meal; ipecacuanha; iridium; iris or orris-root; iron liquor; ivory or bone black; jalap; juniper berries; lamp-black; lard; leather, tanned, bend or sole; leather, upper of all kinds, not otherwise provided for; lead, in pigs, bars, or sheets; leaden pipes; leaden shot; leeches; linens of all kinds; liquorice paste, juice, or root; litharge; malt; manganese; manna; manufactures of flax, not otherwise provided for; manufactures of hemp, not otherwise provided for; marble, in the rough, slab, or block, manufactured; marine coral, unmanufactured; medicinal drugs, roots, and leaves, in a crude state, not otherwise provided for; metals, Dutch and bronze, in leaf; metals, unmanufactured, not otherwise provided for; mineral and bituminous substances in a crude state, not otherwise provided for; musical instruments of all kinds, and strings for musical instruments of whip gut, or cat gut, and all other strings of the same material; needles, of all kinds, for sewing, darning, or knitting; nitrate of lead; oats and oatmeal; neatsfoot and other animal oil, spermaceti, whale and other fish oil, the produce of foreign fisheries; opium; osier or willow, prepared for basket-makers' use; patent mordant; paints, dry or ground in oil, not otherwise provided for; paper hangings and paper for screens or fireboards; paving stones, paving and roofing tiles and bricks; pearl or hulled barley; periodicals and other works in the course of printing and publication in the United States; plaster of Paris when ground; plumbago; pork, potassium; putty; quicksilver; quills; rhubarb; rice, or paddy; Roman cement; rye and rye flour; saddlery, common, tinned, or japanned, not otherwise provided for; saffron and saffron cake; sage; salts—Epsom, glauber, Rochelle, and all other salts and preparations of salts, not otherwise provided for; sarsaparilla; seppia; sheathing paper; skins, tanned and dressed, of all kinds, skins of all kinds, not otherwise provided for; slate pencils; smalts, spermaceti candles and tapers; spirits of turpentine; spunk; squills; starch; stearine candles and tapers; steel, not otherwise provided for; stereotype plates; still bottoms; sulphate of barytes, crude or refined; sulphate of quinine; tallow candles; tapioca; tar; thread laces and insertings; type metal, types new or old; vanilla beans; verdigris; vermilion; wax candles and tapers; whalebone the produce of foreign fisheries; wheat and wheat flour, white and red lead; whiting or Paris white; window-glass, broad, crown, or cylinder, or woollen listings; yams; ginger, green, ripe, dried, preserved, or pickled; ochres, and ochrey earths; medicinal roots, leaves, gums, and resins in a crude state; wares, chemical, earthen, or pottery, of a capacity exceeding ten gallons.

TWELVE PER CENTUM AD VALOREM.

Quilla; Brazil paste; codilla, or tow of hemp or flax; diamonds, glaziers', set or not set; gold and silver leaf; mineral kermes; silk, raw

not more advanced in manufacture than singles, tram and thrown, or organzine; steel in bars, cast, shear, or German; zinc, spelter, or teutenegue, in sheets; borate of lime.

EIGHT PER CENTUM AD VALOREM.

Ammonia; books, printed, magazines, pamphlets, periodicals, and illustrated newspapers, bound or unbound, not otherwise provided for; building stones; burr stones, wrought or unwrought; chronometers, box or ships', and parts thereof; compositions of glass or paste, or paste, not set; cudbear; engravings or plates, bound or unbound; hempseed, and rapeseed; Fuller's earth; furs, hatters', dressed or undressed; not on the skin; furs, undressed, when on the skin; gold beaters' skins; gum Arabic and gum Senegal; gum tragacanth; gum Barbary; gum East India; gum Jedda; gum substitute, or burnt starch; and all other gums in a crude state; hair of all kinds, uncleaned and unmanufactured; kelp; lemon and lime juice; lime; natron; nux vomica; polishing stones; pumice and pumice stones; rotten stone; sal ammonia; saltpetre (or nitrate of soda, or potash), refined or partially refined; tallow, marrow, and all other grease and soap stocks and soap stuffs, not otherwise provided for; watches, and parts of watches; antimony, crude or regulus of; barks, of all kinds, not otherwise provided for; camphor, crude; cantharides; carbonate of soda; emery, in lump or pulverized; fruits, green, ripe or dried; machinery, exclusively designed and expressly imported, for the manufacture of flax and linen goods; sponges; tin, in plates or sheets; galvanized or ungalvanized woods, namely, cedar, lignumvitæ ebony, box, granadilla, mahogany, rosewood, satinwood, and all cabinet woods.

FOUR PER CENTUM AD VALOREM.

Alcornoque; bristles; chalk, not otherwise provided for; clay, unwrought; flints; grindstones, wrought or unwrought; horns, horn tips, bones, bone-tips and teeth, unmanufactured; ivory nuts, or vegetable Ivory; kermes; lac dye; lastings, suitable for shoes, boots, bootees, or buttons exclusively; nickle; pearl, mother of; pewter, when old, and fit only to be remanufactured; wool rags; raw hides and skins of all kinds, whether dried, salted, or pickled, not otherwise provided for; saltpetre, or nitrate of soda, or potash, when crude; seedlac, shellac; sumac; tin in pigs, bars or blocks, unless otherwise provided for; tortoise and other shells unmanufactured; turmeric; waste, or shoddy; weld; zinc, spelter, teutenege, unmanufactured, not otherwise provided for; acids, acetic, benzoin, boracic, citric, muriatic, white and yellow, oxalic, pyroligneous and Tartaric, and all other acids of every description, used for chemical or manufacturing purposes, not otherwise provided for; aloes; amber; ambergris; aniseed; annato; coucon, or Orleans; arsenic; articles not in a crude state used in dying or tanning, not otherwise provided for; assafœtida; asphaltum; barilla; bleaching powder, or chloride of lime; borax, crude; boacho leaves; brimstone, crude, in bulk; cameos, mosaics, diamonds, gems, pearls, rubies, and other precious stones, (not set;) chalk; clay; cochineal; cocoa, cocoanuts, and cocoa-shells; cork-tree bark; cream of Tartar

extract of indigo, extracts and decoctions of logwood and other dyewoods, not otherwise provided for; extract of madder; flint, ground; grindstones; gutta-percha, unmanufactured; India-rubber, in bottles, slabs or sheets, unmanufactured; India-rubber, milk of; indigo; lac spirits; lac sulphur; lastings, cut in strips of the size and shape for shoes, slippers, boots, bootees, gaiters, or buttons, exclusively, not combined with India-rubber; manufactures of mohair cloth, silk twist, or other manufactures of cloth, suitable for the manufacture of shoes, cut in strips or patterns of the size and shape for shoes, slippers, boots, bootees, gaiters, or buttons, exclusively, not combined with India-rubber; music, printed with lines, bound or unbound; oils, palm, seal, and cocoanut; Prussian blue; soda ash; spices of all kinds; watch materials and unfinished parts of watches, and wood or pastel.

EXEMPT FROM DUTY.

All books, maps, charts, mathematical nautical instruments, philosophical apparatus, and all other articles whatever imported for the use of the United States; all philosophical apparatus, instruments, books, maps and charts, statues, statuary, busts and casts of marble, bronze alabaster, or plaster of Paris, paintings and drawings, etchings, specimens of sculpture, cabinets of coins, medals, gems, and all collections of antiquities; provided the same be specially imported in good faith for the use of any society incorporated or established for philosophical or literary purposes, or for the encouragement of the fine arts, or for the use or by the order of any college, academy, school, or seminary of learning in the United States; animal carbon, (bone black); animals living, of all kinds; argol, or crude tartar; articles in a crude state used in dyeing or tanning, not otherwise provided for; bark, Peruvian; bells, old, and bell metal; berries, nuts, flowers, plants, and vegetables used exclusively in dyeing or in composing dyes, but no article shall be classed as such that has undergone any manufacture; bismuth; bitter apples; bolting cloths; bones burnt, and bone dust; books, maps, and charts imported by authority of the joint library committee of Congress, for the use of the library of Congress; Provided, That if, in any case, a contract shall have been made with any bookseller, importer, or other person, for books, maps or charts, in which contract the bookseller, importer or other person aforesaid, shall have paid the duty, or included the duty in said contract, in such case the duty shall not be remitted; brass in bars and pigs, or when old and fit only to be remanufactured; brazil wood braziletto, and all other dyewoods in sticks; bullion, gold and silver, burr stones, wrought or unwrought, but unmanufactured; cabinets of coins; medals, and all other collections of antiquities; coffee and tea, when imported direct from the place of their growth or production in American vessels, or in foreign vessels entitled by reciprocal treaties to be exempt from discriminating duties, tonnage and other charges; coffee, the growth or production of the Netherlands; imported from the Netherlands in the same manner; coins, gold, silver, and copper; copper ore; copper when imported for the United States mint; copper in pigs or bars, or when old and fit only to be remanufactured; cotton; cutch; dragons' blood; felt; adhesive for sheathing vessels; flax unmanufactured; garden seeds and all other seeds for agricultural, horticultural,

medicinal and manufacturing purposes, not otherwise provided for; glass when old and fit only to be remanufactured; goods, wares and merchandise the growth, produce or manufacture of the United States, exported to a foreign country and brought back to the United States in the same condition as when exported, upon which no drawback bounty has been allowed; Provided, That all regulations to ascertain the identity thereof, prescribed by existing laws, or which may be prescribed by the Secretary of the Treasury, shall be complied with; guano; household effects, old, and in use, of persons or families from foreign countries, if used abroad by them and not intended for any other person or persons, or for sale; ice; ivory unmanufactured; junk, old cordage; linseed—but not embracing flaxseed; madder-root; madder ground or prepared; maps and charts; models of inventions and other improvements in the arts: Provided, That no article or articles shall be deemed model or improvement which can be fitted for use; oakum; oil spermaceti, whale and other fish of American fisheries, and all other articles the produce of such fisheries; paintings and statuary; palm leaf, unmanufactured; personal and household effects (not merchandise) of citizens of the United States dying abroad; plaster of Paris or sulphate of lime unground; platina unmanufactured; rags of whatever material except wool; ratans and reeds unmanufactured; sheathing copper, but no copper to be considered such, and admitted free, except in sheets of forty-eight inches long and fourteen inches wide, and weighing from fourteen to thirty-four ounces the square foot; sheathing metal, not wholly, or in part, of iron, ungalvanized; shingle bolts and stave bolts; silk, raw, or as reeled from the cocoon, not being doubled, twisted, or advanced in manufacture in any way; specimens of natural history, mineralogy, or botany; substances expressly used for manures; tin in pigs, bars or blocks; trees, shrubs, bulbs, plants, and roots not otherwise provided for; wearing apparel in actual use and other personal effects (not merchandise); professional books, implements, instruments, and tools of trade, occupation or employment, of persons arriving in the United States: Provided, That this exemption shall not be construed to include machinery, or other articles imported for use in any manufacturing establishment, or for sale; sheeps' wool, unmanufactured, of the value of twenty cents per pound or less at the port of exportation; and hair of the alpacca, the goat, and other like animals, unmanufactured; Provided, That any wool of the sheep or hair of the alpacca, the goat, and other like animals, which shall be imported in any other than the ordinary condition, as now and heretofore practised, or which shall be changed in its character, for the purpose of evading the duty, or which shall be reduced in value by the intentional admixture of dirt or any foreign substance to twenty cents per pound or less, shall be subject to pay a duty of twenty-four per centum ad valorem, anything in this act to the contrary notwithstanding.

All articles not enumerated in the above schedules pay a duty of fifteen per cent.

MINORS.

In law, both males and females are *infants*, or *minors*, till they arrive at the age of twenty-one years. In the States of Vermont and Ohio, females are legally of age at eighteen.

No minor can bind him or herself by contract for anything except *necessaries*—such as food, clothing, or education. If he or she contracts for other than necessaries, on attaining his or her majority, the contract is void or voidable at his or her option.

Minors can do no act to the injury of their property. In case one should do so, he or she may repudiate or rescind it on arriving of age.

A minor whose parents may have released his claim for his or her labor, or the wages arising therefrom, is not thereby enabled to enter into contracts which he or she may not at any time annul; nor has a parent or guardian power to compel him or her to make any contract which he or she is not disposed to enter into.

Every contract made by a minor which is to his or her injury is void; but a contract which is clearly to his or her benefit is good; and any contract that is uncertain, whether injurious or beneficial, is voidable or not, as he or she may choose.

A contract for necessaries is binding on a minor when he or she becomes of age, and may be recovered in a suit of law; but in order to recover the sum due for them, it must be shown that the articles were really necessary for him or her under the circumstances and condition in which he or she was placed when they were furnished. The real circumstances of the minor must be considered, and not his apparent condition.

Necessaries for a minor's wife and children, or for either, are necessaries for him.

If a minor obtain goods on the pretence that he or she is of age, and then refuse payment on the ground that he or she is, or was not then of age, the creditor cannot recover the value of the goods, but he can have the minor so guilty punished for fraud.

A parent is not bound by the contract of his son, even for necessaries, unless an actual authority can be shown, or the circumstances be sufficient to imply such authority. What circumstances are sufficient to imply an authority must always be a question to determine in each particular case. The safest rule in all such instances, however, is to always demand a written order or authority.

A father is liable for necessaries furnished to his minor children; but they must be strictly necessaries—such as the father is in duty bound to supply, but has failed to provide. In all such cases the sums due therefor may be recovered.

If a minor be coaxed, cajoled, or forced into an unwilling mar-

riage or other contract, he or she may repudiate the same on becoming of age.

When a minor executes a contract, and pays money, or delivers property on the same, he cannot afterward disaffirm such contract, and recover the money or property, unless he restores to the other party the consideration received from him for such money or property.

DOWER.

Every married woman is entitled by law to a one third interest in all real property that may be left by her husband. This property is only for her use and benefit during life. She can neither sell nor give it away; at her death it descends to the children, if any; if not, then to her husband's nearest relations. This third interest is termed her *dower*.

An interest on the part of a testator that his bequest to his wife shall be in lieu of her dower, must be so expressed, or must appear as satisfactorily as if it were expressed, or she will be still entitled to her dower.

A widow who, as administratrix of the estate of her late husband, conveys such property, in whole or in part, to another, and gives a deed of warranty for the same, cannot afterward claim her dower, or any part thereof, from such property; the deed being good to the holder she is effectually barred from all interest in it thereafter.

A widow's third-interest is in the *lands*, and not on the crops, nor any part thereof that may be growing on the lands at the time of her husband's decease. The crops so growing at that time descend to the heir, and if the widow makes use of what she mistakingly considers her one third share, she is liable to the heir for their full value.

A widow's claim for dower of real estate is not subject to a set-off for damages, nor for moneys due by her, nor for the receipt by her of rents and profits of the whole of the lands in which she claims dower. Her claim to the land is as good as would be the right of the heir in such a case.

A married woman, in signing away property, with and at the request of her husband, may, if she so pleases, refuse to sign away her right to dower in such property.

If a married woman be constrained from fear of, or by threats of violence on the part of, her husband, to sign off her right to dower in any property, she may, on a complaint before a judge of any court in the county where such property is situate, cause the deed so signed by her to be rendered void and of no effect.

No court will interpose to carry into effect an important gift by

a husband to his wife, except upon clear evidence that the husband understood the effect of his act.

When a man agrees, before marriage, to relinquish all right and title to his wife's property during her lifetime, and in case he should survive her, the wife may will the property to whom she pleases.

Deposits of money, in bank, by a husband, in the name of his wife, survives to the wife.

PARTNERSHIP.

PARTNERSHIP is a voluntary contract of two or more persons to unite their money, effects, labor and skill, or some or all of them, as may be agreed upon, for the purpose of carrying on a specified business, with the understanding that both shall share the profit and loss arising from the same in certain proportions.

There may be a partnership in a single transaction as well as in a continuing business; between persons out of trade as well as in; inasmuch as in either case there may be a combination of property or labor in order to a common undertaking and a common profit.

If one advances money, and another furnishes personal services in carrying on a business, and is to share in the profits, it amounts to a partnership. So, if one participates in the profits and loss of a purchase or sale, he is partner in the same.

There are five kinds of partners, viz.: 1, *Ostensible;* 2, *Nominal;* 3, *Dormant;* 4, *Special;* and 5, *General.*

Ostensible partners are they whose names appear to the public as partners.

Nominal partners are they who have no interest in the business, but allow their names to be used by the firm.

Dormant (or silent) partners are they who have an interest in the business, but whose names are not known to the public.

Special partners are they who are interested in the business only to the amount of capital they have invested in it. [Special partnerships are governed altogether by statute, and can only be entered into by strictly conforming to the statute regulations of the State where the partnership is formed—each State, as a general thing, having its own regulations for this delicate kind of partnership. No prudent man should form such a partnership without consulting a sound lawyer.]

General partners consist generally of one or more partners who manage the business, while the capital, in whole or in part, but principally *in part*, is supplied by a special partner or partners. General partners are liable for all the debts and contracts of the firm. A nominal partner is liable for all the debts and contracts

of the firm. A special partner is generally liable only for the amount of the capital he invests in the partnership.

Any one who permits his name to be used in a firm, or who shares in the profit of the business, is liable to creditors as a partner.

Each individual in a partnership is liable to the whole amount of the debts of the firm, whether he be active, nominal or dormant.

The acts of one partner bind all the others, when such acts are done in the usual course of business of the firm. This stands good, although they may have agreed among themselves that he shall have no such authority.

When parties have a mutual interest in the profit and loss of any business carried on by them, and when they hold themselves out to the public as joint traders, they may be held responsible as partners by third persons, whatever may be the real nature of their connection.

LIABILITIES OF COMMON CARRIERS.

A COMMON carrier is defined in law as a person who carries goods or packages, by land or water, as a business; owners of stage wagons, stage coaches, rail cars, cartmen, teamsters, porters, owners and masters of vessels, canal boatmen, barge owners, &c., are common carriers.

Common carriers are liable for the entire value of all goods intrusted to them, if not delivered to the parties to whom they are directed. They are not liable for the loss of goods when such loss is caused by lightnings, storms, hurricanes, earthquakes, decay, spontaneous combustion, leakage of casks or carelessness of shippers, nor in case they are captured or destroyed by pirates. But in all other cases the carrier is responsible for the full value of all goods he undertakes to transport.

The owner or master of any vessel that is publicly open to transport anybody's goods to any designated foreign or domestic port is liable as a common carrier; but a vessel that transports goods for one or more particular parties does not come under the carrier laws, nor yet an owner who lets the tonnage to particular shippers. If the owners charter a vessel to certain persons for a voyage, at a stipulated freight, they are liable as common carriers, unless the terms of the charter party relieve them.

Common carriers are responsible for the acts of all persons in their employ; the act of the agent or servant being regarded as the act of the principal and master.

Steamboats that tow vessels, and private persons conveying goods for another on a special occasion, are not liable as common carriers.

Owners of passenger conveyance, such as stages, carriages, &c., are liable as common carriers for all luggage or baggage intrusted to their care, but not for goods, unless under a special agreement.

Injuries to goods by strangers must be made up by the carrier. He is responsible for all damage to goods in his care by accidental fires, thefts, and robberies.

A common carrier is bound by law to deliver all goods in the same good order as when intrusted to him. He must receive all such goods as are offered for the place at which he carries from any person willing or offering to pay the usual or a reasonable freight-charge. He may refuse to take them if his vessel or other means of transport is full, or if the goods are dangerous to be carried, or till he is ready to receive them, or if they are goods it is not his custom to carry, or for a good reason.

A carrier is not liable for loss by the freezing up of a river or canal, unless it can be shown that he neglected to use due diligence; nor for the leakage of a vessel in a storm, nor for losses from collision of his ship with another, except in cases of negligence.

A carrier is liable for goods from the moment they are delivered into his hands.

A carrier is not liable for goods unless they are actually placed in his hands. When goods have reached the destined place, they must be delivered to the proper person or his agent. If the latter accepts the delivery, the carrier is no longer responsible.

A carrier is liable for losses from deposits or storages of goods on the route; but if goods are left in his possession an unreasonable time, he is only bound to give them ordinary care.

No contract, nor public or personal notice, will exempt the carrier of goods from losses caused by his own neglect or fraud or that of his agents; but any notice of the carrier to the shipper that he will not take goods of great value, or that he will not pay more than a specified sum, unless specially informed of such value, is good. All ambiguous notices will be construed against the carrier. Notices at each end of a route will not bind parties who ship at intermediate places, unless such notice is specially made thereon to them. A personal notice to the principal is binding on all his agents who may forward goods by the same line. If the owner of goods mislead the carrier as to their value, or make false statements calculated to lessen his vigilance, it is a fraud upon him.

Where there is no notice, or special contract, it is enough for the owner to show the carrier's undertaking the carriage of his goods, and a non-delivery. The carrier must show why he did not deliver; but when there is a notice, the owner must show a want of ordinary prudence in the carrier. A valid seizure of goods

because of an illegal act of the owner, will excuse a non-delivery; but the seizure must be valid, or the carrier will be liable. The carrier is authorized to put any claimant to the proof as to his title to take the goods; should he neglect to do this, he is liable. In case of stolen goods, the carrier must deliver them to the owner on demand.

A carrier has a right to demand payment when he receives the goods; if his demand is not complied with, he may refuse to take the goods. But if he take them, to be paid at the end of the route, he may detain them till paid, on his arrival there.

Common carriers are bound to carry passengers safely and properly to the place agreed upon, and are responsible for all neglect. In case of an accident on the way, the carrier has to show that it was not his fault. All passengers are to be treated impartially for the general benefit. Rude, coarse, or suspicious persons may be refused. The conveyance must be suitable for the passage, and have skilful, prudent conductors and servants. The baggage of passengers must be duly delivered to them, or, if so requested, the carrier must hold it for them a reasonable time.

In the case of a rash, careless, or violent driver, who causes injury to the passengers or goods by racing, running foul of other vehicles, the proprietors are liable.

A carrier may retain baggage for unpaid fare.

PRE-EMPTION TO PUBLIC LANDS.

Any individual claiming the benefits of the Pre-Emption act must be—

First. A citizen of the United States, or have filed his declaration of intention to become a citizen.

Second. Either the head of a family, or a widow, or a single man over the age of twenty-one years.

Third. An inhabitant of the tract sought to be entered, upon which, in person, he has made a settlement and erected a dwelling-house since the 1st of June, 1840, and prior to the time when the land is applied for; which land must, at the *date of the settlement*, have had the *Indian title extinguished* and *been surveyed* by the United States.

A person failing in any one of these requisites can have no claim by virtue of this act.

A person bringing himself within each of the above requirements by proof satisfactory to the Register and Receiver of the land district in which the lands may lie, taken pursuant to the rules hereinafter prescribed, will, after having taken the affidavit required by the act, be entitled to enter, by legal subdivisions, any number of acres not exceeding one hundred and sixty, or a quarter-section, to include his residence and he may avail himself of the same at any time prior to the day of the

commencement of the public sale, including said tract, where the land has not yet been proclaimed.

Where the land was subject to private entry at the date of the law, and a settlement shall *th reafter* be made upon such land, or where the land shall hereafter become subject to private entry, and *after that period a settlement shall be made*, which the settler is desirous of securing under this act, such notice of his intentions must be given within *thirty days* after the date of such settlement. Such notice, in all cases must be a written one, describing the land settled upon, and declaring the intention of such person to claim the same under the provisions of this act. [*See forms* A *and* B, *hereto annexed.*

In all such cases, the proof, affidavit, and payment, must be made within *twelve months* after the *date of such settlement.*

The tracts liable to entry under this act are some one of the following designations :

First. A regular quarter-section, notwithstanding its quantity, may be a few acres more or less than one hundred and sixty ; or a quarter-section, which, though fractional in quantity by the passage of a navigable stream through the same, is still bounded by regular sectional and quarter-sectional lines.

Second. A fractional section, containing not over one hundred and sixty acres, or any tract being a detached or anomalous survey made pursuant to law, and not exceeding said quantity.

Third. Two adjoining half quarter-sections (in all cases to be separated by a north and south line, except on the north side of townships, where the surveys are so made as to throw the excess or deficiency on the north and west side of the township) of the regular quarters mentioned in the first designation ; or, two adjoining eighty-acre subdivisions of the irregular quarters found on the north and west side of townships, where more than two such subdivisions exist, or the excess may render them necessary, provided in the latter case the aggregate quantity does not exceed one hundred and sixty acres.

Fourth. Two half-quarter or eighty-acre subdivisions of a fractional or broken section, adjoining each other, the aggregate quantity not exceeding one hundred and sixty acres.

Fifth. A regular half-quarter and an adjoining fractional section, or an adjoining half-quarter subdivision of a fractional section, the aggregate quantity not exceeding one hundred and sixty acres.

Sixth. If the pre-emptor should not wish to enter the quantity of one hundred and sixty acres, he may enter a single half-quarter section, (made by a north and south line,) or an eighty-acre subdivision of a fractional section.

Seventh. One or more adjoining forty-acre lots may be entered, the aggregate not exceeding one hundred and sixty acres.

Eighth. A regular half-quarter, a half-quarter subdivision, or a fractional section, may each be taken, with one or more forty-acre subdivisions lying adjoining, the aggregate not exceeding one hundred and sixty acres.

Only one person on a quarter-section is protected by this law, and that is the one who made the *first settlement*, provided he shall have conformed to the other provisions of the law.

A person who has once *availed himself* of the provisions of this act cannot, at any future period, or at any other land office, acquire another right under it.

No person who is the proprietor of *three hundred and twenty acres* of land in any State or Territory of the United States, is entitled to the benefits of this act.

No person who shall *quit or abandon his residence* on his *own land* to reside on the public land in the *same State* or *Territory*, is entitled to the benefits of this act.

No pre-emption right exists by reason of a settlement on and inhabitancy of a tract, unless at the date of such settlement the Indian title thereto had been extinguished, and the land surveyed by the United States.

The approval of the plat is the evidence of the legality of the survey; but in accordance with the spirit and intent of the law, and for the purpose of bringing the settler within its provisions, the land is to be construed as surveyed, when the requisite lines are run on the field and on the corners established by the deputy surveyor.

No assignments or transfers of pre-emption rights can be recognised. The patents must issue to the claimants, in whose names alone all entries must be made.

Sundry Descriptions of Land which are exempted from the Operations of this Act.

First. Lands included in any reservation by any treaty, law, or proclamation of the President of the United States, and lands reserved for salines and for other purposes.

Second. Lands reserved for the support of schools.

Third. Lands acquired by either of the two last treaties with the Miami tribe of Indians in the State of Indiana, or which may be acquired of the Wyandot tribe of Indians in the State of Ohio, or other Indian reservation to which the title has been or may be extinguished by the United States at any time during the operation of this act.

Fourth. Sections of land reserved to the United States, alternate to other sections granted to any of the States for the construction of any canal, railroad, or other public improvement.

Fifth. Sections or fractions of sections included within the limits of any incorporated town.

Sixth. Every portion of the public lands which has been selected as a site for a city or town.

Seventh. Every parcel or lot of land actually settled and occupied for the purposes of trade, and not agriculture.

Eighth. All lands on which are situated any known salines or mines.

Persons claiming the benefit of this act are required to file duplicate affidavits, such as the law requires, and to furnish proof by one or more disinterested witnesses, of the facts necessary to establish the three requisites pointed out in the commencement of these instructions.

The witnesses are to be first duly sworn or affirmed to speak the

truth, and the whole truth, touching the subject of inquiry, by some officer competent to administer oaths and affirmations.

In case adverse claims shall be made to the same tract, each claimant must be notified of the time and place of taking testimony, and allowed the privilege of cross-examining the opposite witnesses, and of producing counter proof, which should also be subject to cross-examination.

When, by reason of distance, sickness, or infirmity, the witnesses cannot come before the Register of the Land Office, the latter is authorized to receive their depositions; which must be, in all other respects, conformable to the within regulations.

The notice to adverse claimants should be in writing, and should be served in time to allow at least a day for every twenty miles the party may have to travel in going to the place of taking evidence. The proof, in all cases, should consist of a simple detail of facts merely, and not of statements in broad or general terms.

The witnesses must state, if the pre-emptor be the "head of a family," the facts which constitute him such, whether a husband having a wife and children, or a widower, or an unmarried person under twenty-one years of age, having a family, either of relatives or others depending upon him, or hired persons, or slaves.

All the facts respecting the settlement in person, inhabitancy or personal residence, *the time of commencement*, the manner and extent of continuance, as well as those showing the apparent objects, should be stated.

It must be stated that the claimant made the settlement on the land in person; that he has erected a dwelling upon the land; that the claimant lived in it, and made it his home, &c. Should the land officer decide against a claimant, he may appeal to the commissioner of the land office at Washington.

The affidavit of the claimant in reference to the *fact of settlement*, &c., is not required. The *only* affidavit required of the claimant is that prescribed by the 13th section of the act. (*See form C, hereunto annexed*)

No entry must be permitted until this affidavit is taken. Duplicates thereof must be signed by the claimant, and the fact of the oath being taken must be certified by the Register or Receiver administering it; one copy to be filed in the Register's office, and the other to be transmitted to the land office at Washington.

Declaratory Statements of a Settler on Land Subject to Private Entry at the Date of Settlement, required by the Fifteenth Section of the Act of 4th Sept., 1841.

FORM A.

FOR CASES WHERE, AT THE DATE OF THE LAW, THE LAND CLAIMED WAS SUBJECT TO PRIVATE ENTRY.

I, A. B., of ——, being [the head of a family or widow, or single man over the age of twenty-one years, as the case may be, and a citizen

of the United States, or having filed my declaration to become a citizen as required by the naturalization laws, as the case may be] have, since the first day of June, 1840, to wit, on the —— day of ——, A. D., 185—, settled and improved the —— quarter section, number ——, in township number ——, of range number ——, in the district of lands subject to sale at the land office at ——, and containing —— acres, which land *was subject to private entry at the passage* of the act of 4th of September, 1841; and I do hereby declare my intention to claim the said tract of land as a pre-emption right under the provisions of said act of 4th September, 1841.

Given under my hand, this —— day of ——, A. D., 186—.

(Signed) A. B.

In presence of

C. D.

FORM B.

FOR CASES WHERE THE LAND CLAIMED SHALL HAVE BEEN RENDERED SUBJECT TO PRIVATE ENTRY SINCE THE DATE OF THE LAW.

I, A. B., of ——, being [the head of a family, or widow, or single man over the age of twenty-one years, as the case may be, a citizen of the United States, or having filed my declaration to become a citizen, as required by the naturalization laws, as the case may be] did, on the —— day of ——, A. D., 185–, settle and improve the —— quarter of section number ——, in township number —— of range number ——, in the district of lands subject to sale at the land office at ——, and containing —— acres, which land *has been rendered subject to private entry since* the passage of the act of 4th of September, 1841, but prior to my settlement thereon; and I do hereby declare my intention to claim the said tract of land as a pre-emption right, under the provisions of said act of 4th September, 1841.

Given under my hand, this —— day of ——, A. D., 186—.

(Signed) A. B.

In presence of

C. D.

FORM C.

AFFIDAVIT REQUIRED OF PRE-EMPTION CLAIMANT.

I, A. B., claiming the right of pre-emption under the provisions of the act of Congress, entitled "An act to appropriate the proceeds of the sale of the public lands, and to grant pre-emption rights," approved September 4th, 1841, to the —— quarter of section number ——, of township number ——, of range number ——, subject to sale at ——, do solemnly swear [or affirm, as the case may be] that I have never had the benefit of any right of pre-emption under this act; that I am not the owner of three hundred and twenty acres of land in any State or Territory of the United States, nor have I settled upon and improved said land to sell the same on speculation, but in good faith to appropriate it to my own exclusive use or benefit; and that I have not di-

rectly or indirectly, made any agreement or contract, in any way or manner, with any person or persons whatsoever, by which the title which I may acquire from the government of the United States should inure, in whole or in part, to the benefit of any person except myself.

(Signed) A. B.

I, C. D., Register, [or E. F., Receiver] of the land office at ——, do hereby certify that the above affidavit was taken and subscribed before me, this —— day of ——, A. D., 186—.

(Signed) C. D., Register.
Or, E. F., Receiver.

The following is the Act of Congress on which the foregoing is founded:

An Act to appropriate the Proceeds of the Sales of the Public Lands and to grant Pre-Emption Rights.

SEC. 10. *And be it further enacted*, That from and after the passage of this act, every person, being the head of a family, or widow, or single man over the age of twenty-one years, and being a citizen of the United States, or having filed his declaration of intention to become a citizen, as required by the naturalization laws, who, since the first day of June, A. D. eighteen hundred and forty, has made, or shall hereafter make, a settlement in person on the public lands to which the Indian title had been, at the time of such settlement, extinguished, and which has been, or shall have been surveyed prior thereto, and who shall inhabit and improve the same, and who has or shall erect a dwelling thereon, shall be, and is hereby authorized to enter with the register of the land office, for the district in which such land may lie, by legal subdivisions, any number of acres not exceeding one hundred and sixty, or a quarter-section of land, to include the residence of such claimant, upon paying to the United States the minimum price of such land, subject, however, to the following limitations and exceptions: No person shall be entitled to more than one pre-emptive right by virtue of this act; no person who is the proprietor of three hundred and twenty acres of land in any State or Territory of the United States, and no person who shall quit or abandon his residence on his own land to reside on the public land in the same State or Territory, shall acquire any right of pre-emption under this act; no lands included in any reservation, by any treaty, law, or proclamation of the President of the United States, or reserved for salines, or for other purposes; no lands reserved for the support of schools, nor the lands acquired by either of the two last treaties with the Miami tribe of Indians in the State of Indiana, or which may be acquired of the Wyandot tribe of Indians in the State of Ohio, or other Indian reservation to which the title has been or may be extinguished by the United States at any time during the operation of this act; no sections of land reserved to the United States alternate to other sections granted to any of the States for the construction of any canal, railroad, or other public improvement; no sections or fractions of sections included within the limits of any incorporated town; no portions

of the public lands which have been selected as the site for a city or town; no parcel or lot of land actually settled and occupied for the purposes of trade and not agriculture; and no lands on which are situated any known salines or mines, shall be liable to entry under and by virtue of the provisions of this act. And so much of the proviso of the act of twenty-second of June, eighteen hundred and thirty-eight, or any order of the President of the United States, as directs certain reservations to be made in favor of certain claims under the treaty of Dancing-rabbit creek, be, and the same is hereby repealed: *Provided*, That such repeal shall not affect any title to any tract of land secured in virtue of said treaty.

SEC. 11. *And be it further enacted*, That when two or more persons shall have settled on the same quarter-section of land, the right of pre-emption shall be in him or her who made the first settlement, provided such persons shall conform to the other provisions of this act; and all questions as to the right of pre-emption arising between different settlers shall be settled by the register and receiver of the district within which the land is situated, subject to an appeal to and a revision by the Secretary of the Treasury [Interior] of the United States.

SEC. 12. *And be it further enacted*, That prior to any entries being made under and by virtue of the provisions of this act, proof of the settlement and improvement thereby required shall be made to the satisfaction of the register and receiver of the land district in which such lands may lie, agreeably to such rules as shall be prescribed by the Secretary of the Treasury, [Interior,] who shall each be entitled to receive fifty cents from each applicant for his services, to be rendered as aforesaid; and all assignments and transfers of the right hereby secured, prior to the issuing of the patent, shall be null and void.

SEC. 13. *And be it further enacted*, That before any person claiming the benefit of this act shall be allowed to enter such lands, he or she shall make oath before the receiver or register of the land district in which the land is situated (who are hereby authorized to administer the same), that he or she has never had the benefit of any right of pre-emption under this act; that he or she is not the owner of three hundred and twenty acres of land in any State or Territory of the United States, nor hath he or she settled upon and improved said land to sell the same on speculation, but in good faith to appropriate it to his or her own exclusive use or benefit; and that he or she has not, directly or indirectly, made any agreement or contract, in any way or manner, with any person or persons whatsoever, by which the title which he or she might acquire from the government of the United States should inure, in whole or in part, to the benefit of any person except himself or herself; and if any person taking such oath shall swear falsely in the premises, he or she shall be subject to all the pains and penalties of perjury, and shall forfeit the money which he or she may have paid for said land, and all right and title to the same; and any grant or conveyance which he or she may have made, except in the hands of bona fide purchasers, for a valuable consideration, shall be null and void. And it shall be the duty of the officer administering such oath to file a certificate thereof in the public land office of such district, and to transmit a duplicate copy to the General Land Office · either of

which shall be good and sufficient evidence that such oath was administered according to law.

SEC. 14. *And be it further enacted*, That this act shall not delay the sale of any of the public lands of the United States beyond the time which has been, or may be appointed by the proclamation of the President; nor shall the provisions of this act be available to any person or persons who shall fail to make the proof and payment and file the affidavit required, before the day appointed for the commencement of the sales as aforesaid.

SEC. 15. *And be it further enacted*, That whenever any person has settled or shall settle and improve a tract of land, subject at the time of settlement to private entry, and shall intend to purchase the same under the provisions of this act, such person shall, in the first case, within three months after the passage of the same, and in the last, within thirty days next after the date of such settlement, file with the register of the proper district a written statement describing the lands settled upon, and declaring the intention of such person to claim the same under the provisions of this act: and shall, where such settlement is already made, within twelve months after the passage of this act, and where it shall hereafter be made, within the same period after the date of such settlement, make the proof, affidavit, and payment herein required; and if he or she shall fail to file such written statement as aforesaid, or shall fail to make such affidavit, proof, and payment, within twelve months aforesaid, the tract of land so settled and improved shall be subject to the entry of any other purchaser.

Approved September 4, 1841.

The act of Congress of the 26th August, 1842, entitled "An act to confirm the sale of public lands in certain cases," contains the following declaration, viz: "That the act of fourth September, eighteen hundred and forty-one, entitled 'An act to appropriate the proceeds of the sales of public lands, and to grant pre-emption rights,' shall be so construed as not to confer on any one a right of pre-emption, by reason of a settlement made on a tract heretofore sold under a prior pre-emption law, or at private entry, when such prior pre-emption or entry has not been confirmed by the General Land Office, on account of any alleged defect therein, and when such tract has passed into the hands of an innocent and bona fide purchaser."

No entry will, therefore, be permitted, by virtue of the act of 4th September, 1841, of any tract of land sold prior to 26th August of that year, whether by pre-emption or private entry, where such entry has been rejected by the General Land Office at Washington; provided the land so purchased has, prior to that time, "passed into the hands of an innocent bona fide purchaser."

All transfers or assignments to third persons are presumed to be to "innocent and bona fide purchasers," unless the contrary is shown by satisfactory evidence.

The Register of every land office will require of every claimant *satisfactory proof* that he had not left his "own land in the same State or Territory," to make the settlement by virtue of which he claims a right under the act of 4th September, 1841.

Lands subject to private entry, at the time of the settlement thereon,

cannot be entered by the settler, under the law of 4th September, unless he shall file a declaratory statement, such as the 15th section of the act requires, and in due time produce the necessary proof of his right, and make the affidavit required by the law.

Where such settler, instead of entering the land, as he might, at private entry, elects to enter the same under the provisions of the law of 4th September, 1841, (whereby he obtains a year's time from the date of the settlement to make the payment,) he is bound to comply with *all* the requirements of that law. A failure to do so, in regard to any of these requirements, renders the land subject to the entry "of any *other* purchaser." Instances have transpired where persons filed the declaratory statement, as required, without any improvements having been made, merely with a view of keeping the land from being entered by any other person for a year, intending near the expiration of that time to abandon their pretended pre-emption claim, and enter the same at *private entry*. The consummation of all such cases must be prevented by the land agent, who is authorized to exact a rigid compliance with all the provisions of the law, as above directed.

A claimant is bound to prove his right to, and enter *all* the land embraced by his declaratory statement, if liable to the operation of the act.

Declaratory statements are required *only* "for land subject to private entry," at the time of settlement, and they will not be received, if presented for any other land; nor will they be received for forty-acre* lots, unless they are "*residuary*" ones, such minor subdivisions, with the exception of residuary† tracts, not being liable to the operation of the act of 4th September, 1841. The law provides only for settlements made *since* 1st June, 1840. Where, therefore, parties have made settlements *prior* to that time, and have not availed themselves of the privileges of the pre-emption act of 1st June, 1840, their own neglect has deprived them of any right of pre-emption founded on such settlements.

The proof filed by *every* claimant, must show the *time* ‡ *of the commencement of settlement.*

The affidavit of the claimant required by the 13th section of the act *must* be taken "before the *Register* or *Receiver* of the land district in which the land is situated" before an entry is permitted, and must be of the same date with the certificate of entry. An affidavit *before any other person* will not justify the land agent in permitting the entry of the land claimed.

The law confers only on the *first* settler the right of pre-emption. The question of priority will, in all cases, be decided by the land agent:

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* By an act of 8th May, 1846, forty-acre tracts, whether of "offered" or "unoffered" land, are rendered subject to pre-emption.

† Where an entry has been made of one forty-acre lot *of a legal eighty-acre subdivision*, in virtue of the act of 5th April, 1832, entitled "An act supplementary to the several laws for the sale of the public lands," the *contiguous* forty-acre lot of such legal subdivision is called the "residuary quarter-quarter."

‡ This date is all important for the purpose of determining in *all cases* whether the settlement was made within the proper time, and in those where the declaratory statement is required, whether such statement was filed in due season, and the entry made within the legal period after the settlement.

but an appeal may be taken from such decision to the Secretary of the Interior, at Washington, upon the receipt of which by the land agent, the entry can be made by the person in whose favor the decision may be.

Form of an Affidavit to be filed in cases where the settler shall have died before proving up and entering his claim.

I, A. B., [executor of the estate of C. D., *or* administrator of the estate of C. D., *or* one of the heirs of C. D., aged —— years, *as the case may be,*] do solemnly swear [*or* affirm, *as the case may be*] that the said C. D., to the best of my knowledge and belief, entered upon the —— quarter of section number ——, of township number ——, of range number ——, subject to sale at ——, in his own right, and exclusively for his own use and benefit; and that he has not, directly or indirectly, made any contract or agreement, in any way or manner, with any person or persons whatever, by which the title to the land which he might have acquired from the government of the United States, by virtue of said settlement, under the law of 22d June, 1838, [*or* 1st June, 1840, *as the case may be,*] should inure to the use or benefit of any one except himself, or to convey or transfer the said land, or the title which he might have acquired to the same, to any other person or persons whatever, at any subsequent time.

A. B., Executor of the estate of C. D.,
[*or* administrator of the estate of C. D., *or* one of the heirs of C. D., *as the case may be.*]

Sworn to and subscribed before me, this —— day of ——, A. D., 186–.

E. F., Register, *or*
G. H., Receiver, *or*
I. K., Justice of the Peace.

Form of Affidavit to be filed in cases where the settler shall have died before proving up and entering his claim.

I, A. B., [executor of the estate of C. D., *or* administrator of the estate of C. D., *or* one of the heirs of C. D., aged —— years, *as the case may be,*] do solemnly swear [*or* affirm, *as the case may be,*] that, to the best of my knowledge and belief, the said C. D., who was a settler on the —— quarter of section number ——, of township number —— of range number ——, subject to sale at ——, has never had the benefit of any right of pre-emption under the act entitled "An act to appropriate the proceeds of the sales of the public lands and to grant pre-emption rights," approved September 4, 1841; that he was not, at the time of his death, the owner of three hundred and twenty acres of land in any State or Territory of the United States; that he

did not settle upon and improve the above tract of land on speculation, but in good faith to appropriate it to his own exclusive use and benefit; and that he has not, directly or indirectly, made any agreement or contract, in any way or manner, with any person or persons whatsoever, by which the title which he might have acquired from the government of the United States should inure in whole or in part, to the benefit of any person except himself.

(Signed) A. B, Executor [*or* administrator, *or* one of the heirs of C. D., *as the case may be.*

I, E F., Register [or G. H., Receiver] of the land office at —— do hereby certify that the above affidavit was taken and subscribed before me, this —— day of ——, A. D., 186–.

(Signed) E. F., Register, *or* G. H., Receiver.

Form of Declaratory Statement for cases where the land is not subject to private entry.

I, A. B., of ———, being [the head of a family, or widow, or single man over the age of twenty-one years, as the case may be, a citizen of the United States, or having filed my declaration to become a citizen, as required by the naturalization laws, as the case may be,] did, on the —— day of ———, A. D., 18—, settle and improve the ——— quarter of section number ———, in township number ———, of range number ———, in the district of lands subject to sale at the land office at ——, and containing —— acres, which land has not yet been offered at public sale, and thus rendered subject to private entry; and I do hereby declare my intention to claim the said tract of land as a pre-emption right, under the provisions of said act of 4th September, 1841.

Given under my hand, this —— day of ——, A. D., 18—.

(Signed) A. B.

In presence of

C. D.

The following is an Act to authorize the investigation of alleged frauds under the pre-emption laws, and for other purposes:

Be it enacted by the Senate and House of Representatives of the United States of America in Congress Assembled, That the Commissioner of the General Land Office be, and he hereby is authorized to appoint a competent agent, whose duty it shall be, under direction of said Commissioners, to investigate, upon oath, the cases of fraud under the pre-emption laws alleged to exist in the Columbus land district, in the State of Mississippi, referred to in the late annual report of said Commissioner, communicated to Congress by letter of the Secretary of the Treasury, dated December the fifteenth, one thousand eight hundred and forty-two; and that such agent shall examine all witnesses who may be brought before him by the individual or individuals alleging the fraud, as well as those witnesses who may be produced by the parties in

interest to sustain said claims; and that he be, and is hereby invested with power to administer to such witnesses an oath to speak the truth in regard to any question which may be deemed necessary to the full examination of the cases so alleged to be fraudulent; and such testimony shall be reduced to writing, and subscribed by each witness, and the same returned to the Commissioner, with the opinion of said agent on each claim; and any witness, so examined before the said agent, who shall swear wilfully and falsely in regard to any matter or thing touching such examination, shall be subject, on conviction, to all the pains and penalties of perjury; and it shall be the duty of the Commissioner to decide the cases thus returned, and finally to settle the matter in controversy, subject alone to an appeal to the Secretary of the Treasury: *Provided*, That the power conferred by this section upon such agent is hereby limited to the term of one year from and after the date of this act; and the compensation to be paid to said agent shall not exceed three dollars per day for each day he may be necessarily engaged in the performance of the duties required by this section.

SEC. 2. *And be it further enacted*, That in any case where a party entitled to claim the benefits of any of the pre-emption laws, shall have died before consummating his claim by filing, in due time, all the papers essential to the establishment of the same, it shall be competent for the executor or administrator of the estate of such party, or one of the heirs, to file the necessary papers to complete the same: *Provided*, That the entry in such cases shall be made in favor of "the heirs" of the deceased pre-emptor, and a patent thereon shall cause the title to inure to said heirs as if their names had been specially mentioned.

SEC. 3. *And be it further enacted*, That every settler on section sixteen, reserved for the use of schools, or on the other reserves or land covered by private claims of others which was not surveyed at the time of such settlement, and who shall otherwise come within the provisions of the several pre-emption laws in force at the time of the settlement, upon proof thereof before the register of the proper land office, shall be entitled to enter, at the minimum price, at any other quarter-section, or fractional section, or fractional quarter-section, in the land district in which such school section or reserve or private claim may lie, so as not to exceed one hundred and sixty acres, not reserved from sale or in the occupancy of any actual bona fide settler: *Provided*, Such settlement was made before the date of the act of fourth of September, eighteen hundred and forty-one, and after extinguishment of the Indian title.

SEC. 4. *And be it further enacted*, That where an individual has filed, under the late pre-emption law, his declaration of intention to claim the benefits of said law for one tract of land, it shall not be lawful for the same individual at any future time to file a second declaration for another tract.

SEC. 5. *And be it further enacted*, That claimants under the late pre-emption law, for land not yet proclaimed for sale, are required to make known their claims in writing, to the register of the proper land office, within three months from the date of this act when the settlement has been already made, and within three months from the time of the settlement when such settlement shall hereafter be made, giving the designation of the tract and the time of settlement; otherwise his claim to be

forfeited, and the tract awarded to the next settler, in the order of time, on the same tract of land, who shall have given such notice, and otherwise complied with the conditions of the law.

SEC. 6. *And be it further enacted*, That whenever the vacancy of the office either of register or receiver, or of both, shall render it impossible for the claimant to comply with any requisition of any of the pre-emption laws within the appointed time, such vacancy shall not operate to the detriment of the party claiming in respect to any matter essential to the establishment of his claim: *Provided*, That such requisition is complied with within the same period after the disability is removed, as would have been allowed him had such disability not existed.

SEC. 7. *And be it further enacted*, That where a settler on the public lands may reside on a quarter-section, a fractional quarter-section, or a fraction of a section less than one hundred and sixty acres, and cultivated land on any other and different tract of either of the descriptions aforesaid, he or she shall be entitled, under the act of June twenty-two, one thousand eight hundred and thirty-eight, to the same privileges of a choice between two legal subdivisions of each, so as to include his or her house and farm, not to exceed one hundred and sixty acres in all, as is granted by the first section of that act to settlers residing on a quarter-section and cultivating on another and different quarter.

SEC. 8. *And be it further enacted*, That where two or more persons are residing on any of the species of tracts specified in section seven of this act, as required by the acts of the twenty-second of June, one thousand eight hundred and thirty-eight, and first of June, one thousand eight hundred and forty, and any one or more of said settlers may have cultivated land during the period of residence required by either of said acts on another and different tract, or other and different tracts, the last-mentioned settlers shall be entitled to the option of entering the tract lived on, jointly with the other or others, or of abandoning the tract lived on to those who have not cultivated land as above required, and entering the tract or tracts cultivated, so as not to exceed one hundred and sixty acres to any one settler, who, by virtue of this section, is entitled to a separate entry; or such joint settlers may jointly enter the tract so jointly occupied by them, and, in addition, enter other contiguous unoccupied land, by legal subdivisions, so as not to exceed one hundred and sixty acres in all to each of such joint settlers: *Provided*, That the extended privileges granted to pre-emptors by this act shall not be construed to deprive any other actual settler of his or her previous and paramount right of pre-emption, or to extend to lands reserved for any purpose whatever.

SEC. 9. *And be it further enacted*, That all persons coming within the tenth section of the act of the fourth of September, eighteen hundred and forty-one, entitled "An act to appropriate the proceeds of the sales of the public lands and to grant pre-emption rights," shall be entitled to the right of pre-emption under its provisions, notwithstanding such persons claiming the pre-emption shall have settled upon and improved the lands claimed before the same were surveyed: *Provided*, Such settlements were made before the date of the aforesaid act, and after the extinguishment of the Indian title. And said act shall not be so construed as to preclude any person who may have filed a notice of intention to

claim any tract of land by pre-emption, under said act, from the right allowed by law to others to purchase the same by private entry after the expiration of the right of pre-emption.

Approved March 3, 1843.

AN Act to repeal a part of the act entitled "An Act supplementary to the several laws for the sale of the public lands," approved April fifth, one thousand eight hundred and thirty-two, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That from and after the passage of this act, the second proviso to the act entitled "An Act supplementary to the several laws for the sale of the public lands," approved April fifth, one thousand eight hundred and thirty-two, which is as follows, viz: "That no person shall be permitted to enter more than one half quarter-section of land under this act in quarter quarter-sections in his own name, or in the name of any other person, and in no case unless he intends it for cultivation or for the use of his improvement. And the person making application to make an entry under this act shall file his or her affidavit, under such regulations as the Secretary of the Treasury [Interior] may prescribe, that he or she makes the entry in his or her own name, for his or her own benefit, and not in trust for another," shall be, and the same is hereby repealed; and all entries, selections, or locations of lands now suspended in the General Land Office, because made contrary to the restrictions in this proviso, shall be, and they are hereby confirmed, provided they are in all other respects fair and regular.

Approved May 8, 1846.

With the foregoing the reader has all the laws and information pertaining to pre-emption in the possession of the Department.

MISCELLANEOUS INFORMATION.

A promise of a debtor to give "satisfactory security" for the payment of a portion of his debt, is a sufficient consideration for a release of the residue by his creditor.

Administrators are liable to account for interest on funds in their hands, although no profit shall have been made upon them, unless the exigencies of the estate rendered it prudent that they should hold the funds thus invested.

Any person who voluntarily becomes an agent for another, and in that capacity obtains information to which as a stranger he could have had no access, is bound, in subsequent dealing with his principal, as purchaser of the property that formed the subject of his agency, to communicate such information.

When a house is rendered untenantable in consequence of improvements made on the adjoining lot, the owner of such cannot recover damages, because it is presumed that he had knowledge of the approaching danger in time to protect himself from it.

When a merchant ship is abandoned by order of the master, for the purpose of saving life, and a part of the crew subsequently meet the vessel so abandoned, and bring her safe into port, they will be entitled to salvage.

A person who has been led to sell goods by means of false pretences, cannot recover them from one who has purchased them in good faith from the fraudulent vender.

An agreement by the holder of a note to give the principal debtor time for payment without depriving himself of the right to sue, does not discharge the surety.

A seller of goods who accepts, at the time of sale, the note of a third party, not endorsed by the buyer, in payment, cannot, in case the note is not paid, hold the buyer responsible for the value of the goods.

A day book copied from a "blotter" in which charges are first made, will not be received in evidence as a book of original entries.

Common carriers are not liable for extraordinary results of negligence that could not have been foreseen by ordinary skill and foresight.

A bidder at a Sheriff's sale may retract his bid at any time before the property is knocked down to him, whatever may be the conditions of the sale.

Acknowledgment of debt to a stranger does not preclude the operation of the statute.

The fruits and grass on the farm or garden of an intestate descend to the heir.

Agents are solely liable to their principals.

A deposit of money in bank by a husband in the name of his wife survives to her.

Money paid on Sunday contracts may be recovered.

A debtor may give preference to one creditor over another, unless fraud or special legislation can be proved.

A court cannot give judgment for a larger sum than that specified in the verdict.

Imbecility on the part of either the husband or the wife invalidates the marriage.

An action for malicious prosecution will lie, though nothing further was done than suing out warrants.

An agreement not to continue the practice of a profession or business in any specified town, if the party so agreeing has received a consideration for the same, is valid.

When A. consigns goods to B. to sell on commission, and B. delivers them to C. in payment of his own antecedent debts, A. can recover their value.

A finder of property is compelled to make diligent inquiry for the owner thereof, and to restore the same. If, on finding such property, he attempts to conceal such fact, he may be prosecuted for larceny.

A private person may obtain an injunction to prevent a public mischief by which he is affected in common with others.

Any person interested may obtain an injunction to restrain the State or a municipal corporation from maintaining a nuisance on its lands.

A discharge under the insolvent laws of one State will not discharge the insolvent from a contract made with a citizen of another State.

To prosecute a party with any other motive than to bring him to justice, is a malicious prosecution, and actionable as such.

Ministers of the gospel, residing in any incorporated town, are not exempt from jury, military, or fire service.

When a person contracts to build a house, and is prevented by sickness from finishing it, he can recover for the part performed, if such part is beneficial to the other party.

In a suit for enticing away a man's wife, actual proof of the marriage is not necessary. Cohabitation, reputation, and the admission of marriage by the parties, are sufficient.

Permanent erections and fixtures, made by a mortgagor after the execution of the mortgage upon the land conveyed by it, become a part of the mortgaged premises.

When a marriage is denied, and plaintiff has given sufficient evidence to establish it, the defendant cannot examine the wife to disprove the marriage.

The amount of an express debt cannot be enlarged by application

Contracts for advertisements in Sunday newspapers cannot be enforced.

A seller of goods, chattels, or other property, commits no fraud, in law, when he neglects to tell the purchaser of any flaws, defects, or unsoundness in the same.

The opinions of witnesses, as to the value of a dog that has been killed, are not admissible in evidence. The value of the animal is to be decided by the jury.

If any person puts a fence on or ploughs the land of another, he is liable for trespass, whether the owner has sustained injury or not.

If a person, who is unable from illness to sign his will, has his hand guided in making his mark, the signature is valid.

When land trespassed upon is occupied by a tenant, he alone can bring the action.

To say of a person, "if he does not come and make terms with me, I will make a bankrupt of him, and ruin him," or any such threatening language, is actionable, without proof of special damage.

In an action for slander, the party making the complaint must prove the words alleged; other words of a like meaning will not suffice.

In a suit of damages, for seduction, proof of pregnancy, and the birth of a child, is not essential. It is sufficient if the illness of the girl, whereby she was unable to labor, was produced by shame for the seduction; and this is such a loss of service as will sustain the action.

Addressing to a wife a letter, containing matter defamatory to the character of her husband, is a publication, and renders the writer amenable to damages.

A parent cannot sustain an action for any wrong done to a child, unless he has incurred some direct pecuniary injury therefrom, in consequence of some loss of service, or expenses necessarily consequent thereupon.

A master is responsible for an injury resulting from the negligence of his servant, whilst driving his cart or carriage, provided the servant is, at the time, engaged in his master's business, even though the accident happens in a place to which his master's business does not call him; but if the journey of the servant be solely for a purpose of his own, and undertaken without the knowledge or consent of his master, the latter is not responsible.

An emigrant depot is not a nuisance in law.

A railroad track through the streets is not a nuisance in law

In an action for libel, against a newspaper, extracts from such newspaper may be given to show its circulation, and the extent to which the libel has been published. The jury, in estimating the damages, are to look at the character of the libel, and whether the

defendant is rich or poor. The plaintiff is entitled, in all cases, to his actual damages, and should be compensated for the mental sufferings endured, the public disgrace inflicted, and all other actual discomfort produced.

Delivery of a husband's goods by a wife to her adulterer, he having knowledge that she has taken them without her husband's authority, is sufficient to sustain an indictment for larceny against the adulterer.

The fact that the insurer was not informed of the existence of a pending litigation, affecting the premises insured, at the time the insurance was affected, does not vitiate the policy.

The liability of an innkeeper is not confined to personal baggage, but extends to all the property of the guest that he consents to receive.

When a minor executes a contract, and pays money, or delivers property on the same, he cannot afterwards disaffirm such contract, and recover the money, or property, unless he restores to the other party the consideration received from him for such money or property.

When a person has, by legal inquisition, been found an habitual drunkard, he cannot, even in his sober intervals, make contracts to bind himself or his property, until the inquisition is removed.

Any person dealing with the representative of a deceased person, is presumed, in law, to be fully apprised of the extent of such representative's authority to act in behalf of such estate.

In an action against a railroad company, by a passenger, to recover damages for injuries sustained on the road, it is not compulsory upon the plaintiff to prove actual negligence in the defendants; but it is obligatory on the part of the latter to prove that the injury was not owing to any fault or negligence of theirs.

A guest is a competent witness in an action between himself and an innkeeper, to prove the character and value of lost personal baggage. Money in a trunk, not exceeding the amount reasonably required by the traveller to defray the expenses of the journey which he has undertaken, is a part of his baggage; and in case of its loss, while at any inn, the plaintiff may prove its amount by his own testimony.

The deed of a minor is not absolutely void. The court is authorized to judge, from the instrument, whether it is void or not, according to its terms being favorable or unfavorable, to the interests of the minor.

A married woman can neither sue nor be sued on any contract made by her during her marriage. The action must be commenced either by or against her husband. It is only when an action is brought on a contract made by her, before marriage, that she is to be joined as a co-plaintiff, or defendant, by her husband.

Any contract made with a person judicially declared a lunatic is void.

Money paid voluntarily in any transaction, with a knowledge of the facts, cannot be recovered.

In all cases of special contract for services, the plaintiff can recover only the amount stipulated in the contract.

A wife is a competent witness with her husband to prove the contents of a lost trunk.

A wife cannot be convicted of receiving stolen goods when she received them of her husband.

Insurance against fire, by lightning or otherwise, does not cover loss by lightning without combustion.

Failure to prove plea of justification, in a case of slander, aggravates the offence.

It is the agreement of the parties to sell by sample that constitutes a sale by sample, not the mere exhibition of a specimen of the goods.

An agent is liable to his principals for loss caused by his misstatements, though unintentional.

Makers of promissory notes given in advance for premiums on policies of insurance, thereafter to be taken, are liable thereon.

An agreement to pay for procuring an appointment to office, is void.

An attorney may plead the statute of limitations, when sued by a client for money which he has collected and failed to pay over.

Testimony given by a deceased witness on a first trial is not required to be repeated verbatim on the second.

A person entitling himself to a reward offered for lost property has a lien upon the property for the reward; but only when a definite reward is offered.

Confession by a prisoner must be voluntarily made to constitute evidence against him.

The defendant in a suit must be served with process; but service of such process upon his wife, even in his absence from the State, is not, in the absence of statutory provisions, sufficient.

The measure of damages in trespass for cutting timber, is its value as a chattel on the land where it was felled, and not the market price of the lumber manufactured.

To support an indictment for malicious mischief in killing an animal, malice towards its owner must be shown, not merely passion excited against the animal itself.

No action can be maintained against a Sheriff for omitting to account for money obtained upon an execution within a reasonable time. He has till the return day to render such account.

An interest in the profits of an enterprise, *as* profits, renders the party holding it a partner in the enterprise, and makes him presumptively liable to share any loss.

LAWS OF EACH STATE.

CONCERNING THE COLLECTION OF DEBTS.

MAINE.—A debtor within the State may be arrested on any judgment or contract, amounting to or exceeding the sum of ten dollars, if he is about to leave the State, and it can be proven on oath by the creditor that the debtor has means more than sufficient for his immediate use.

NEW-HAMPSHIRE.—A debtor may be arrested in this State, if the creditor can prove on oath that he is indebted to him in a writ of execution in the sum of thirteen dollars and thirty-three cents or over, and that there is good reason to believe that he is about to leave the State to avoid the payment of his debts, or that he is concealing his property for the same purpose. The debtor, on his arrest, may demand to be led before two Justices of the Peace; and if the magistrates are satisfied, from his affidavit and such evidence as he may bring forward, that he neither conceals his property nor designs to leave the State, they may order his discharge. [No female can be arrested for debt in this State.]

VERMONT.—In this State, no resident citizen of any of the United States can be arrested for debt, unless it can be satisfactorily proved that he is about to abscond from the State with money or other property secreted about his person or elsewhere, to the amount of twenty dollars or more, or sufficient to satisfy the claim for which the writ against him is issued. The writ of attachment may issue against his goods, chattels or estate, and, if none can be found, then against his body. [No female can be arrested for debt in Vermont.]

MASSACHUSETTS.—A party who is about to leave the State, pending a suit against him for ten dollars or upward, may be arrested and held to bail. If he have any property in addition to that which is exempt from attachment at common law, it may be attached, and held as security for the satisfaction of such judgment as the creditor or creditors may obtain against him.

RHODE ISLAND.—All debtors are liable to arrest in this State. This applies to males and females. The latter, however, are only liable where the debt or damages recovered exceed the sum of fifty dollars. She may also be arrested on a writ of execution for a less sum, when the contract is under seal. Whenever the Sheriff holding the warrant of arrest cannot find the defendant, he may attach his or her goods and chattels.

CONNECTICUT.—No person can be arrested for debt in this State, unless it can be proved that he employed fraud or made false representations in contracting the debt; or that he conceals effects

not exempt from attachment to prevent their being seized by legal process; or refuses to pay his creditor or creditors holding judgments against him when he is possessed of sufficient means to do so; or refuses to disclose his rights of action. Any creditor proving any, or all of these allegations against him, may have him arrested and placed under bonds.

NEW-YORK.—A debtor may be arrested in this State only when it can be proved that he used fraud in contracting the debt, or that he concealed or put his property out of his hands for the purpose of defeating his creditors. But before the complainant can obtain the order of arrest, he must give security to the Judge before whom the case is to be tried, that he will pay all costs and damages consequent upon the arrest, in case the defendant should succeed in recovering judgment. The defendant, when arrested, may give bail, by causing a written undertaking to be executed by two or more responsible bondsmen in the sum demanded by the Judge, to the effect that he—the defendant—will at all times hold himself in readiness to respond to any call made for his appearance at the Court. His sureties may, at any time previous to the termination of the suit, withdraw their bonds for his appearance; or the defendant may surrender himself to the Sheriff, who will detain him till the rendering of the verdict. [Females are liable to arrest in this State only in cases of wilful injury to person, character, or property.]

NEW-JERSEY.—A debtor suspected of fraud towards his creditors may be arrested in this State: but he may be discharged from such arrest if he make out and deliver to the officer arresting him a true inventory under oath of all his property, real and personal, and give security to the plaintiff in double the amount claimed, that he will appear before the next court holden in the county where the arrest is made, and petition for the benefit of the insolvent laws. In case of forfeiture of the bond, the plaintiff may bring an action thereon, and recover the debt, damages, and costs. If any shall make oath that his debtor has absconded from the State, he may obtain an attachment against the property of such debtor, wherever it may be found; and the writ of attachment holds the property of the defendant from the time of the execution of the same. All conveyances of the property attached made by the defendant pending the attachment, are void against the plaintiff and creditors who became parties to the attachment. [All females are exempt from arrest for debt.]

PENNSYLVANIA.—A debtor cannot be arrested for debt in this State, except when he is about to remove any part of his property out of the jurisdiction of the court in which suit is brought, with intent to defraud his creditors; or when he has disposed or is about to dispose of his property, or secrete it, to defeat the claims of his creditors; or when he has rights in action, or interest in any public or

corporate stock, or evidences of money due him, which he refuses to apply to the payment of any judgment or judgments against him; or when he has employed fraud in incurring the debt. His property may be attached when he is about to remove it, in whole or in part, from the county in which he has been accustomed to reside; when he remains absent from the State, or confines himself to his own house, or otherwise conceals himself, for the purpose of defrauding his creditors.

MARYLAND.—Imprisonment for debt does not exist in this State. Any creditor may, on a judgment, attach the real or personal estate, or rights in and of action of his debtor. If the debtor is not a citizen of the State, and does not reside therein, or if he is a fugitive from justice, or has removed from his usual residence, with intent to injure or defraud his creditors, the latter may obtain an attachment against his property, real and personal, and also against his rights in action.

DELAWARE.—Imprisonment for debt in this State exists only when it can be shown that the debtor has secreted or conveyed away his property to defraud his creditor or creditors. The party making the complaint must set forth the alleged fraudulent conveyance, and state upon oath that the defendant is justly indebted to him in a sum exceeding five dollars, and that he verily believes the defendant has secreted or otherwise disposed of property over the value of twenty-five dollars, with the view of defrauding his creditors. There are two kinds of attachments for debt, viz.: the domestic and the foreign; under the former, an attachment may issue against a resident when it can be shown that he is justly indebted to plaintiff in the sum of fifty dollars or over, and has, as is believed, absconded for the purpose of wronging his creditors of their dues; under the latter, when it can be shown that the defendant resides out of the State, and is justly indebted to plaintiff in the sum of fifty dollars and upward.

VIRGINIA.—There is no imprisonment for debt in this State. When a suit is instituted for debt or for damages on breach of contract, the complainant may obtain an attachment against the estate of the defendant (whether resident or non-resident) for the amount stated.

NORTH CAROLINA.—Imprisonment for debt does not exist. When a debtor has removed, or is removing privily out of the county, or absents himself, so that process cannot be served upon him, an attachment may issue against the estate, real and personal, of such debtor, wherever the same may be found. An attachment may also issue in favor of a resident of the State against the estate of a non-resident.

SOUTH CAROLINA.—When a debt exceeds the sum of thirty dollars and sixty-two cents, the debtor may be arrested and held to

bail, upon an affidavit of the amount of the debt being annexed to the process. A debtor about to abscond before the maturity of his debt may also be arrested and held to bail. Attachments may be issued against the property of a debtor residing out of the State; against a debtor who is making preparations to abscond from the State; against a debtor who is removing, or about to remove from the district (the State is divided into districts instead of counties); and against a debtor who secretes himself, so that process cannot be served upon him.

GEORGIA.—In cases where a debt is not due, and the debtor is removing, or about to remove from the State, an affidavit of such fact, and of the amount of the debt, is sufficient to authorise the issue of an attachment against the property of such debtor.

Unmarried women, or widows, cannot be arrested for debt.

In any case pending a suit, if the debtor attempt to leave the State, or convey his property away, to the injury of his creditors, an attachment may immediately issue against his property.

Attachments may issue against the real and personal estate of a debtor residing without the limits of the State, whether the creditor resides within the State or not.

When a debtor is arrested or imprisoned for debt, and shall make it evident to the court that he is insolvent, and shall deliver a schedule of his real and personal estate, debts, credits, and effects, and shall take the insolvent's oath, he shall obtain a discharge from imprisonment; and every creditor so discharged shall not be liable to arrest or imprisonment for any debt contracted before his discharge.

ALABAMA.—A debtor may be arrested in this State on showing that he is preparing to abscond; that he has fraudulently disposed of his property; that he withholds property liable for his debts; that he secretes himself to avoid process; that he resides out of the State; or that he is about to remove his property from the State, whereby the plaintiff may lose his debt, or be compelled to sue for it in another State. Attachments, auxiliary to pending suits, may be sued out on the same grounds as original attachments. A debtor may get himself discharged from arrest by making an affidavit that the complaint on which he was arrested is not true, and that he is possessed of nothing with which to satisfy the debt; or, by rendering a schedule of his property, real and personal, and making an affidavit that he is not possessed of property to the value of twenty dollars, other than what is mentioned in the schedule, except such property as is by law exempt from execution, and that he has not disposed of property to secure it to his own use, or to defraud his creditors. This oath may, however, be impeached or controverted by the plaintiff. If the debtor be convicted of rendering a false or fraudulent schedule, he is liable to one year's imprisonment.

FLORIDA.—Imprisonment for debt exists not in this State. An attachment may issue against the estate of a debtor upon an affidavit that a debt is due, or becoming due, within nine months; that the debtor is removing, or about to remove, from the State; that he has absconded, or is about to abscond; that he conceals himself so that process cannot be served; or that he is secreting, or otherwise disposing of his property, for the purpose of defrauding his creditors.

MISSISSIPPI.—Imprisonment for debt does not exist. Attachments may be issued against the property of a debtor when it can be made apparent to any Judge of the Supreme Court, or any Justice of the Peace of any county, that the debtor has removed, or is about to remove, his effects from the State; or that he conceals himself, so that process cannot be served upon him; or that he incurred the debt by fraudulent representations. As in New-York, however, the plaintiff must give a bond to secure the payment of all costs and damages that may be recovered against him by the defendant.

LOUISIANA.—Females and non-residents are exempt from arrest on civil contracts in this State. A debtor can be arrested before judgment, upon affidavit that he is about to quit the State, without leaving in it sufficient property to satisfy the judgment which the creditor expects to obtain. But after judgment, he cannot be arrested to compel the payment thereof. When a creditor believes that a third person has in his possession certain property belonging to his debtor, he may cite such person to declare on oath what property he has in his possession belonging to the defendant, and to what amount he is indebted to said defendant, notwithstanding the debt is not fully due. Attachments may issue against the property of a debtor when it shall appear that he is about to quit the State, or where he has already left the State, never to return, or in case he resides out of the State; or where he secretes himself to avoid process. A debtor's property may also be attached in the hands of third persons to secure the payment of a debt, whether the amount be liquidated or not, provided the time of payment has arrived, and the creditor state expressly and positively the amount which he claims. But plaintiff, in conjunction with one good and solvent surety, residing within the jurisdiction of the court to which the petition for attachment is presented, must give security for the payment of any damages which may ensue, should it be decided that the attachment was wrongfully obtained.

KENTUCKY.—Attachments may issue for the recovery of money upon a contract where the action is against one or more defendants, who, or some one of whom, reside out of the State; or who has been absent from the State during a period of four months; or has departed from the State with intent to defraud his creditors; or has left the county in which he usually resides for the purpose of

avoiding process; or conceals himself so that summons cannot be served upon him; or who is about to remove his property, or some portion of it, from the State, not leaving sufficient to satisfy the claims of plaintiff; or who has or is about to dispose of his property with intent to defraud his creditors. Security must be given by the plaintiff to satisfy the defendant's damages, if it be proved that the order was wrongfully obtained.

Illinois.—An attachment may issue against the body of a debtor refusing to surrender his property, real and personal, for the satisfaction of any execution that may be issued against it; also, when it can be shown that a debtor has employed fraud, either in incurring a debt or in concealing, removing, or otherwise disposing of his property for the purpose of defrauding his creditors. These are the only cases in which a party may be arrested for debt. Attachments may issue against the property of a debtor who is preparing to remove the same from the State; also, against the property of a non-resident, when the sum of his indebtedness exceeds twenty dollars.

Indiana.—Before special bail can be required, the plaintiff must file an affidavit with the clerk of the court where the suit is instituted, setting forth his right to recover an existing debt or damages from the defendant, and that he believes the latter is about to leave the State, taking with him property subject to execution, or money on effects which should be applied in satisfaction of plaintiff's debt or damages; defendant's object being to defraud said plaintiff. No warrant for arrest can be delivered to an officer, until an order for special bail is obtained and endorsed on such writ. Attachments may issue against the real and personal property of a debtor, when it shall be shown that he has left the State, or is making arrangements for that purpose, with intent to defraud his creditors or to avoid process; or that he keeps himself concealed so that process cannot be served upon him, with intent to create delay or defraud his creditors. But no attachment can issue against a debtor so long as his wife and family remain settled within the county where his usual place of residence may have been prior to his absence; provided such absence is not prolonged more than one year, and no attempt made to conceal his absence, and that he shall not be secretly transferring, conveying, or removing his property or effects, by which the payment of his debts may be evaded. Should his wife or family refuse to account for his absence, or to state where he may be found, or give a false account of either; or be unable to account for his absence; or to tell where he may be found; it shall be deemed an attempt to conceal his absence, and attachment may at once issue against his estate.

Ohio.—No female, nor any officer or soldier of the Revolutionary war, can be arrested or imprisoned in any case where the action is

founded on contract; neither can any person be imprisoned for debt, except in cases of fraud. An execution against the person of a debtor, and requiring his committal to the county jail until he satisfy the judgment, or is otherwise lawfully discharged, may issue upon any judgment for the payment of money, in the event of the judgment debtor having removed, or commenced to remove, any of his property out of the jurisdiction of the court, in order to prevent the collection of money due on the judgment; or when he is possessed of property which he fraudulently conceals with like intent; or when he has disposed of his property, or any part thereof, to prevent its being taken in execution; or if he fraudulently contracted the debt on which the judgment is rendered; or when he was arrested on an order before judgment, and has not been discharged as an insolvent debtor, or the order has not been set aside. Plaintiff must, in all cases, give a bond, with sufficient sureties, to pay the defendant any damages which may ensue from a wrongful attachment, not exceeding double the amount of the claim. A creditor, on giving a like bond, may make a similar affidavit before his amount is due, and on his filing it with the clerk of the court of common pleas, an attachment may issue against the property, real or personal, of the debtor. In such actions, plaintiff cannot have judgment until the claim is due.

Missouri.—Attachment may issue against a debtor when he does not reside within the limits of the State; when he secretes himself, to avoid process; when he has absconded; when he cannot be found at his usual place of abode; when he has removed, or is about to remove his property; when he has fraudulently conveyed, or concealed, or otherwise disposed of his property; when he is about to fraudulently convey, conceal, or otherwise dispose of his property, so as to hinder or delay his creditors; or when the debt was contracted out of the State, and the debtor has absconded, or secretly removed his property into the State with intent to hinder, delay, or defraud his creditors. In any of these cases of fraudulent disposition of property, the attachment may issue, even though the debt be not fully due. Before the attachment can issue, however, affidavit must be made by plaintiff, or his attorney, that defendant is justly indebted to plaintiff in the sum claimed, after allowing all just credits and offsets; the nature of said debt, and that deponent has good reason to believe the existence of one or more of the before-mentioned causes, entitling him to an attachment. This affidavit may be put in issue by defendant, in which case plaintiff must prove the facts stated in the ground of his attachment. The plaintiff must give a bond, with one or more responsible sureties, who must be resident householders of the county in which the suit is brought, in a sum at least double the amount of the demand, for the payment of such damages as may ensue, in the event

of a baseless attachment. Imprisonment for debt has no existence in this State.

MICHIGAN.—A debtor may be held to bail when it can be shown that he is about removing any portion of his property out of the jurisdiction of the court in which the suit is brought, with intent to defraud his creditors; that he has property or rights in action, or some interest in any public or corporate stock, or money, or evidence of debt, which he unjustly refuses to apply in satisfaction of such judgment as may have been rendered against him; that he fraudulently conceals such property; that he has removed, assigned, or otherwise disposed of, or is about to remove, assign, or dispose of any of his property, or rights in action, with intent to defraud his creditors; that he fraudulently contracted the debt in respect to which the suit is instituted; that he resides without the State, and has done so for a period of three months immediately preceding the time of making application for the attachment; or that defendant is a foreign corporation.

ARKANSAS.—Imprisonment for debt does not exist. No debtor can be arrested except upon affidavit by plaintiff, supported by the affidavit of some disinterested and credible person, to the effect that fraud has been committed, and a statement of the facts justifying such allegation. An attachment may issue against the property of a debtor, provided plaintiff shall, at the time of filing the declaration, likewise file an affidavit to the effect that the defendant is justly indebted to the plaintiff in a sum exceeding one hundred dollars, and stating the amount, and also that the defendant is not a resident of this State, or that he is about to remove out of this State, or that he is about to remove his goods and effects out of this State, or that he so secretes himself that process cannot be served on him. A bond in double the amount claimed must be given, conditioned for the payment of such damages as may be awarded against plaintiff. When the amount claimed is one hundred dollars or less, a Justice of the Peace may issue an attachment.

TENNESSEE.—Attachments may issue against the property of debtors resident within the limits of the State, whenever the sheriff of the county makes affidavit that the defendant is not to be found in his county; also, when a creditor makes oath that the debtor has absconded or secreted himself, so that process cannot be served upon him; or that he is removing or about to remove himself or his property out of the State; or that he is secreting or disposing of his property, or that he is a non-resident. Plaintiff must likewise state in his affidavit the amount of his claim. Citizens of other States may sue in the circuit courts of the State or of the United States. Judgment may be obtained by sureties and accommodation endorsers on motion, without notice, against their principals, or co-sureties, for their proportion of the debt. Sureties and creditors can, after obtaining judgment, recover from any person

who may have received usurious interest from their principal or debtor, the amount over and above the legal rate of interest so received; and this excess of interest in all cases constitutes a fund in the hands of the usurer for the payment of the demands of *bona fide* creditors. Execution issues against the real or personal property of the defendant immediately after the rendering of the judgment, and may be levied and a bond taken by the officer, with security for the delivery, on or before the first day of the term of court succeeding that in which execution issued, of sufficient property to satisfy the judgment; and in the event of the forfeiture of this bond, a writ authorizing a sale issues against defendant's property, and that of his surety, or the officer may proceed to sell under the original execution, and in case the amount is not raised by the second term after judgment, defendant and his sureties are liable. Imprisonment for debt does not exist.

TEXAS.—The constitution of this State expressly forbids the arrest of any person for debt. Attachments can be issued only against property, except in cases of fraud. An attachment may be sued out against a debtor when a summons to answer to a civil suit shall be returned by the sheriff, the debtor not being found in the county; and the attachment may be levied upon the property, real or personal, of said debtor. To obtain a writ of attachment, plaintiff or his agent must make an affidavit to the effect that the defendant is justly indebted to him in the sum claimed; that the defendant does not reside within the State, or that he is about to remove therefrom; or that he secretes himself, so that process cannot be served; or that he is about to remove his property out of the State, and that the attachment is not sued out for the purpose of injuring the defendant. The judges and clerks of district courts and justices of the peace may issue original attachments, returnable to their respective courts. When making the affidavit, plaintiff, with two or more sureties, must give a bond, in double the amount due, conditioned that he will prosecute the suit to effect, and that he will pay such damages as may be adjudged against him for wrongfully suing out such attachment. Writs of sequestration may issue under the following circumstances, viz: 1st. When a person sues for the title or possession of a slave, or other movable property or chattels, and makes affidavit that he fears the defendant, or party in possession thereof, will injure or ill treat such slave, or waste such property, or remove the same out of the State during the pendency of the suit. 2dly. When a person sues for the foreclosure of a mortgage, or the enforcement of a lien upon a slave, or other movable property, and swears that he fears the defendant will injure such slave, or waste such property, or remove such slave or property out of the county. 3dly. When any person sues for the title or possession of real property, and makes oath that he fears the defendant, or party in possession thereof, may make use of his possession to injure

such property, or to waste the fruits and revenue produced by the same or convert them to his own use. 4thly. When any person sues for the title or possession of any property from which he has been ejected by force or violence, and shall make affidavit of such facts. and 5thly. When a married woman sues for a divorce, and makes oath that she fears that her husband will waste her separate or their common property, or the fruits of revenue produced by either, or remove the same out of the State during the pendency of the suit.

Iowa.—Arrest for debt cannot take place in this State, except on proof of fraud. Attachment may issue by the clerk of a district court in an action founded on contract, provided that plaintiff makes an affidavit stating as near as possible the amount due him by defendant; that he has good reason to believe the defendant is about to dispose of or remove his property with intent to defraud his creditors; that he has absconded or secreted himself, so that process cannot be served upon him; or that he is a non-resident of the State. The writ may be levied upon defendant's estate, real or personal, found in the county; or upon so much of the same as may be sufficient to satisfy the debt, together with interest and costs of suit.

Wisconsin.—Imprisonment for debt does not exist. Attachment may issue when the amount claimed exceeds one hundred dollars over and above all effects, upon an affidavit by plaintiff to the effect that defendant is indebted to him in the sum claimed, and that said sum is due on contract, express or implied, or upon judgment or decree; that plaintiff knows or believes that defendant has absconded or is about to abscond from the State, or that he has concealed himself to delay and injure his creditors; or that he has assigned, concealed, or otherwise disposed of his property, for the purpose of defrauding his creditors: or that he has removed or is about to remove property from the State with the like intent: or that he fraudulently contracted the debt; or that he has fraudulently conveyed or disposed of his property, or a part of it, or is about to do so, with intent to defraud his creditors; or that he is a non-resident of the State, or is a foreign corporation. Attachments may issue in these cases when the amount claimed by plaintiff in the affidavit exceeds five dollars over and above offsets, and the defendant resides in another county, and over one hundred miles from the office of the Justice.

California.—No female can be arrested in any civil action. A debtor may be arrested when fraud has been employed in incurring the debt; or when he has concealed, removed, or disposed of his property, or is about to do so, with intent to defraud his creditors. Before attachment can issue, plaintiff or his agent must prove the facts set forth in his affidavit; he must also execute a guarantee, with two or more sureties, to pay defendant all costs and damages

that may be sustained in consequence of the arrest, to the amount of at least two hundred dollars. The officer serving the writ must notify the plaintiff when the arrest is made. Defendant may demand an immediate trial, and it must be had within three hours, (unless the trial of another action is pending,) otherwise defendant is discharged. If the plaintiff obtain judgment in this trial, he may obtain another arrest on the same ground as the first. Defendant may be discharged upon giving an undertaking, with two satisfactory sureties, binding themselves in the amount named in the order of arrest, that he will render himself amenable to the process of the Court. Attachment may issue against the property, real or personal, of a debtor for an obligation founded on contract for the payment of money in the State, whether the contract was made in the State or not. In cases of attachment, it matters not whether plaintiff or defendant be a citizen or an alien, so long as the demand grows out of a California contract. When a sale on execution takes place, the personal estate must be first disposed of; then the real property, or so much of it as is requisite to satisfy the demand. The debtor may at any time, within six months after the sale, redeem all real estate, except leasehold, of unexpired terms of less than two years, by paying the amount for which it was sold, with eighteen per cent. interest thereon. The purchaser is entitled to receive rent from any person who may be in possession, except the debtor.

MINNESOTA.—The constitution of this State expressly forbids the arrest of any person for debt. Attachments can be issued only against a debtor when the plaintiff or complainant shall seek to charge the defendant with fraud, the concealment of goods, property, or money, or with bad faith, touching any pecuniary or business transaction, such plaintiff or complainant shall, in all such cases, be left to his suit against the defendant, in and by which, in his pleadings, he shall charge the defendant with such fraud, concealment, &c., in as clear and distinct a manner as the case shall permit, to which the defendant shall answer or plead, and the facts arising or elicited upon such pleadings, and the accompanying evidence, shall be submitted to the jury, as in criminal cases. The plaintiff, in an action to recover the possession of personal property, may, at the time of issuing the summons, or at any time before answer, claim the immediate delivery of such property. When a delivery is claimed, an affidavit must be made by the plaintiff, or by some one in his behalf, showing: 1. That the plaintiff is the owner of the property claimed, (particularly describing it,) or is lawfully entitled to the possession thereof, the facts in respect to which must be set forth. 2. That the property is wrongfully detained by the defendant. 3. The alledged cause of the detention thereof, according to his best knowledge, information, and belief. 4. The actual value of the property. The plaintiff may, thereupon,

by indorsement in writing upon the affidavit, require the Sheriff of the county where the property claimed may be, to take the same from the defendant and deliver it to the plaintiff.

Oregon.—A debtor may be arrested in this State, if the creditor can prove on oath that the said debtor is not a resident of the State, or has departed therefrom, or that there is good reason to believe that he is about to leave the State, with the intent to delay or defraud his creditors, or to avoid the service of a summons; or, that he has assigned, secreted, or disposed of, or is about to assign, secrete, or dispose of his property, or any part thereof, with the intent to delay or defraud his creditors; or, that the debt was fraudulently contracted.

Before executing a writ, the Sheriff to whom it is directed shall require a written undertaking, on the part of the plaintiff, with one or more sureties, in a sum not less than two hundred dollars, nor exceeding the amount claimed by the plaintiff, to the effect that if the defendant recover judgment, the plaintiff will pay all costs that may be awarded to the defendant, and all damages which he may sustain by reason of the attachment, not exceeding the sum specified in the undertaking.

District of Columbia.—No person can be imprisoned on any judgment rendered by a single magistrate, or in any case where the judgment, exclusive of costs, shall not exceed twenty dollars; but that in such cases execution shall be only on the goods and chattels of the debtor, and shall issue by order of the justice who may have taken cognizance of the action, from the clerk's office, and shall be returnable thereto. Attachments may issue against the property of absconding debtors, and others, whose persons cannot be arrested.

Kansas.—No person in this territory can be arrested, held to bail, or imprisoned for debt. Creditors, however, whose demands amount to fifty dollars, may sue their debtors in any court having jurisdiction of the subject matter, by attachment, in the following cases: First. Where the debtor is not a resident of, nor resides within this territory. Second. Where the debtor conceals himself, so that the ordinary process of law cannot be served upon him. Third. Where the debtor has absconded or absented himself from his ordinary place of abode in this territory, so that the process of law cannot be served upon him. Fourth. Where the debtor is about to remove his property or effects out of this territory, with the intent to defraud, hinder, or delay his creditors. Fifth. Where the debtor has fraudulently conveyed or assigned, or fraudulently concealed or disposed, or is about, fraudulently, to convey or assign his property or effects, so as to hinder or delay his creditors. Sixth. Where the debt was contracted out of this territory, and the debtor has absconded or secretly removed his property or effects into this territory, with the intent to defraud

hinder, or delay his creditors. An affidavit, alleging any one of these causes, shall be held and adjudged good and sufficient.

NEBRASKA.—Any person may be arrested in this territory for debt, and an attachment may issue when any person or persons shall file an affidavit before any judge or justice of the peace, stating the nature of the plaintiff's claim, that is just, and the amount thereof, as nearly as may be, and establishing one or more of the following particulars. First. That the defendant has removed, or begun to remove, any of his property out of the jurisdiction of the court, with intent to defraud his creditors; that he has begun to convert his property, or a part thereof, into money, for the purpose of placing it beyond the reach of his creditors; that he has property, or rights of action, which he fraudulently conceals; that he has assigned, removed, disposed of, or has begun to dispose of his property, or a part thereof, with intent to defraud his creditors; that he fraudulently contracted the debt, or incurred the obligation, for which suit is about to be, or has been brought. The affidavit shall also contain a statement of the facts claimed to justify the belief in the existence of one or more of the above particulars.

The order of arrest shall not be issued by the clerk of the court, until there has been executed, by one or more sufficient sureties of the plaintiff, a written undertaking, to the effect that the plaintiff shall pay to the defendant all damages which he may sustain by reason of the arrest, if the order be wrongfully obtained, not exceeding double the amount of the plaintiff's claim stated in the affidavit.

UTAH.—Attachments may issue within the limits of this territory, when any person or persons shall file an affidavit in any of the courts of this territory that some person or persons are about to leave the county or territory, removing their effects with the intention, he believes, of defrauding his, her, or their creditors, and that such person or persons are indebted to him, her, or them, either by note or book account, and are about to leave without paying the same, the court shall issue a writ of attachment upon the goods, chattels, and effects, of such person or persons, and such goods, chattels, and effects shall be held to pay the debt and costs, if, upon a trial, judgment shall be rendered against the defendant The writ of attachment may be directed to any and all persons that shall be owing the said defendant when there is not sufficient property found to satisfy the debt and costs; and any such person, so notified or served with an attachment, shall be held liable to the amount of his indebtedness.

WASHINGTON.—Attachments may issue against a debtor when he does not reside within the limits of this territory; when he secretes himself to avoid process; when he has removed, or is about to remove his property, or a material part thereof; when he is

about to sell, convey, or otherwise dispose of his property, with intent to hinder, defraud, or delay his creditors. No attachment, for being a non-resident, or secretly leaving the territory, shall issue against any debtor while his family remains settled within the county where he usually resided, prior to his absence, if he shall not continue absent from the territory more than one year after he shall have absented himself, unless an attempt be made to conceal his absence. The plaintiff, or some one in his behalf, shall, before a writ issues, execute a bond, with sufficient surety, to be approved by the clerk of the court, payable to the defendant, agreeing to pay all damages which may be sustained by the defendant, if the proceedings of the plaintiff shall be wrongful and oppressive.

HOUSEHOLD AND HOMESTEAD EXEMPTION LAWS.

THE following are the laws of the different States relative tho te property exempted by statute from attachment on execution :

MAINE.—The wearing apparel of the debtor and his family; one bedstead, bed, and necessary bedding for every two persons in the family, and other household furniture to the value of fifty dollars; the tools necessary for the debtor's trade or occupation; all the Bibles and school-books in actual use in the family, and one copy of the State Statutes; stoves used exclusively for warming buildings; one cow and one heifer, till she becomes three years old; two swine, one of which shall not weigh more than one hundred pounds; (and when the debtor owns a cow and a heifer more than three years old, or two swine, each weighing more than one hundred pounds, he may elect the cow or the heifer, or either of the swine, to be exempted:) ten sheep and the wool from them; thirty hundred weight of hay for the cow, and two tons for the sheep, and a sufficient quantity for the heifer, proportioned to its age; the produce of farms while standing and growing and until harvested, and sufficient corn and grain for the sustenance of the debtor and his family, not exceeding thirty bushels; one pew in any meeting-house where he and his family statedly worship; all potatoes raised or purchased for the consumption of himself and family; firewood, not exceeding twelve cords, conveyed to his house for his use; one boat, not exceeding two tons burden, being owned wholly by an inhabitant of the State, and usually employed in the fishing business; one cart, of the value of twenty-five dollars; one harrow, five dollars; one plough, ten dollars; one cooking-stove, thirty-five dollars; anthracite coal, five tons; bituminous coal, fifty bushels; and all charcoal on hand; one pair of bulls

steers, or oxen, together with hay enough to keep them through the winter; one ox-yoke, with bows, ring, and staple, to the value of three dollars; two chairs, three dollars each; one ox sled, ten dollars; one or two horses, instead of oxen, to the value of one hundred dollars; one barrel of flour, and ten dollars' worth of lumber, wood, or bark; also, a lot of land, not exceeding half an acre, used solely as a burying-ground.

Homestead.—The head of any family, or any householder wishing to exempt his homestead, consisting of a lot of land with dwelling-house and out-buildings thereon, may file a certificate signed by himself, which shall declare his wish and describe his homestead, with the Register of Deeds for the county wherein his homestead lies; and so much of the property as does not exceed five hundred dollars in value shall be forever exempt from liability for any debt contracted after the recording of the certificate. The widow and minor children of any person deceased who held property thus exempt, may continue to hold the premises exempt during the minority of the children, or while the widow remains single.

When such exempt property is claimed by a creditor to exceed five hundred dollars in value, it may be seized on execution, and appraisers sworn to set-off part of the property at the debtor's selection, or in default thereof, at the officer's, to the value of five hundred dollars, and the remainder will be applied to satisfy the execution according to the valuation of the appraisers.

New-Hampshire.—*Personal.*—All the necessary wearing apparel of the debtor and his family; bedsteads, beds, and bedding for the family; household furniture to the value of twenty dollars; all the Bibles and school-books in use in the family; one cow, and one-and-a-half tons of hay; one hog and one pig, and the pork of the same when slaughtered; tools of the debtor's occupation, to the value of twenty dollars; six sheep and their fleeces; one cooking-stove and its appendages; provisions and fuel to the value of twenty dollars; the interest in one pew in any meeting-house in which the debtor or his family usually worship, and in one lot or right of burial in any cemetery. Also, the uniform, arms, or equipments of every officer and private in the militia.

Homestead.—The homestead of a householder is exempt from execution on any cause of action which has accrued since January 1st, 1852. It must not exceed in value five hundred dollars, and is not subject to devise so long as the widow or minor children shall occupy the same; and no release or waiver of this exemption is valid unless made by deed executed by the husband and wife; or, if the wife be dead, and there be minor children, then by deed executed by the husband with the consent of the Judge of Probate in the county in which the land is situate, endorsed on the deed. The exemption extends to any interest, not exceeding five

hundred dollars in value, which the debtor may have in a building occupied by him as a homestead, though standing on land owned by another.

The Sheriff, holding an execution about to be levied on lands and tenements, is required, on application of the debtor or his wife, to cause a homestead, not exceeding five hundred dollars in value, to be set-off from the lands and tenements of the debtor, in the following manner: Three sworn appraisers, disinterested and discreet persons, residents in the county, are chosen; one by the officer, one by the creditor, and one by the debtor, who proceed to set-off a homestead by metes and bounds, and their set-off and assignment is returned by the officer for record in court. The court out of which the writ of execution or attachment is sued, may, upon good cause shown, order a re-appraisement and re-assignment by the same or other appraisers, under instructions from the court, and the re-appraisement is returned and recorded in the same manner as the first. When the homestead of any head of a family, in the opinion of the appraisers, cannot be divided without injury and inconvenience, they shall make an appraisement of the whole property. The appraisal is delivered by the officer to the execution debtor, or to some member of his family old enough to understand it, with a notice attached, that unless the execution debtor shall, within sixty days, pay to the officer the surplus value over five hundred dollars, the premises will be sold. If the surplus is not paid, the officer, observing all the forms required, makes a sale of the premises, and out of the proceeds pays to the execution debtor, if his wife gives her written consent to such payment, the sum of five hundred dollars. If the wife does not consent to such payment, the officer must deposit the amount in some savings institution, to the joint credit of husband and wife, and to be withdrawn only by their joint order, or by the order of the survivor in case of the death of either. The amount is exempt for one year from the date of payment or deposit. The balance of proceeds of sale is applied on the execution. No sale can, however, be made, unless more than five hundred dollars is bid; if less, the execution may be returned unsatisfied.

Vermont.—*Personal.*—In this State, there is exempt from execution all such wearing apparel, bedding, tools, arms, and household furniture as may be necessary for supporting life; one cow, the best swine, or the pork of two; ten sheep, and one year's product of the same, whether in wool, yarn, or cloth; forage sufficient for one cow and ten sheep through one winter; ten cords of firewood; ten bushels of grain: twenty bushels of potatoes: all military arms and accoutrements required by law; all growing crops; the Bibles and other books used in the family; all grave-stones lettered; three swarms of bees, their hives, and the produce in honey; and two hundred pounds of sugar.

Homestead. — The homestead of every housekeeper residing within the State, consisting of a dwelling-house, out-buildings, and the lands appurtenant thereto, occupied by the housekeeper as a homestead, and the yearly products thereof, the whole not to exceed five hundred dollars in value, are exempt from attachment in all cases where the cause of action occurred subsequent to the first day of December, 1850, excepting when the cause of action occurred previous to, or at the time of the purchase of the homestead, or the action to be brought to enforce the payment of taxes legally assessed.

Whenever the real estate of a housekeeper is levied upon, such portion as he may occupy as a homestead, or may elect to regard as such, to the value of five hundred dollars, is set out to him by the appraisers on the execution, upon their oaths, and the remainder only is set-off to the execution creditor.

If a housekeeper decease, leaving a widow, the homestead passes to his widow and children, if any there be, in direct course of descent, not subject to the payment of the debts of the deceased, unless made specially chargeable thereon, and, if necessary, the Probate Court appoints a commission to set out to the widow, or widow and children, the homestead.

The homestead cannot be sold or mortgaged by the owner, if a married man, without the consent and signature of his wife, excepting at the time of the purchase of the homestead, when, to secure the payment of the purchase money, the husband may execute a mortgage without the consent of the wife. The time when the deed to the owner of a homestead is left in the Town Clerk's office for record, is deemed the time of purchase. The cost and expenses of setting out a homestead, or its yearly products, as provided by law, are charged in the officer's bill of fees upon the writ or execution.

Massachusetts.—*Personal.*—All the necessary wearing apparel of the debtor and his family; one bedstead, bed, and the necessary bedding for every two persons in the family; one iron stove in use in the dwelling-house, and fuel to the value of ten dollars, designed for the use of the family; other necessary household furniture, to the value of one hundred dollars; the Bibles and school-books used in the family; one cow, six sheep, not exceeding thirty dollars in value; one swine, and two tons of hay; the tools and and implements of the debtor necessary for carrying on his trade or business, and not exceeding fifty dollars in value; the materials and stock in trade for carrying on his business, not beyond fifty dollars; the uniform, arms, and accoutrements required by law, belonging to a member of the militia; ammunition and provisions intended for the use of the family, not exceeding fifty dollars in value, and rights of burial and tombs while in use as repositories for the dead.

Homestead.—There are exempt, to the value of one thousand dollars, the lot and buildings thereon owned and occupied as a residence by the debtor, or the buildings so occupied and owned, situated on land in the rightful possession of the debtor and his family, by lease or otherwise. Such exemption can only be released by a deed, acknowledged and recorded as in the case of conveyances of real estate. The exemption continues, after the death of the debtor, for the benefit of the widow and children, if some of them continue to occupy it, until the youngest child is twenty-one, and until the death of the widow. To entitle property to such exemption, the owner must have set forth his intention to hold the same as a homestead in his deed of purchase, or must declare his intention in writing, and have it recorded in the registry of deeds in the county wherein the land lies. Such property, however, is not exempt from levy for taxes, or for a debt contracted for the purchase, or for the ground-rent of the lot whereon the buildings are situated, or for any debt contracted previously to the recording of the intention to hold the property as a homestead. No conveyance of exempt property by a married man is valid unless the wife joins in the conveyance.

If a judgment creditor requires an execution to be levied on property which the debtor claims as exempt, and the officer thinks that the property exceeds one thousand dollars in value, then appraisers are to be appointed, as in case of the levy of executions on real estate. If, in their judgment, the premises exceed in value one thousand dollars, and can be divided without injury, they shall set-off to the judgment debtor as much of the premises, including the house, as appear to them to be of the value of one thousand dollars, and the remainder of the property shall be dealt with as other real property not exempt from execution. But if they think it cannot be conveniently divided, they shall make and deliver to the officer their appraisal, and the Sheriff or his deputy shall deliver a copy to the judgment debtor or to the lawful occupant of the homestead. If the judgment debtor does not then, within sixty days, pay on the execution the excess of the value of the premises above the sum of one thousand dollars, the creditor may require the premises to be sold by the Sheriff, and from the proceeds the officer must pay to the debtor the sum of one thousand dollars, to be exempt from execution for one year thereafter, and apply the balance upon the execution. But the premises shall not be sold unless more than one thousand dollars are bid. If so large a bid cannot be obtained, the execution may be returned unsatisfied.

Rhode Island.—In this State the law exempts from sale on execution the household furniture and family stores of a housekeeper, provided the same do not exceed in value the sum of two hundred dollars; all the necessary wearing apparel of a debtor and his family; one cow, and one hog, together with the

tools or implements of his trade or profession, to the value of fifty dollars.

Connecticut.—All wearing apparel, bedding, and necessary household furniture; arms and military equipments; implements of the debtor's trade; one cow, ten sheep, two swine, and the pork produced from two swine, or two swine and two hundred pounds of pork; twenty-five bushels charcoal; other coals, two tons; wheat flour, two hundred pounds; wood, two cords; hay, two tons; beef, two hundred pounds; fish, two hundred pounds potatoes and turnips, five bushels each; Indian corn or rye, ten bushels each, and the meal or flour manufactured therefrom; wool or flax, twenty pounds each, or the yarn or cloth made therefrom; one stove and its pipe, the property of a man with a family; the horse, saddle and bridle, to the value of one hundred dollars, of any practising physician or surgeon; any part of a burying-ground, designated as the burial-place of any particular person or family; and one pew ordinarily occupied by the debtor's family.

New-York.—The following articles, the property of a householder, are exempt: The spinning-wheels, weaving-looms, and stoves kept for use in any dwelling-house; the school-books used by the family, and the Family Bible and pictures; books; a part of the family library, not exceeding fifty dollars in value; a seat or pew occupied by the householder and his family in any place of public worship; ten sheep, with their fleeces, and the yarn or cloth manufactured from them; one cow, two swine, and necessary food for them; necessary pork, beef, fish, flour, and vegetables provided for family use, and fuel necessary for the use of the family for sixty days; necessary wearing apparel, beds, bedsteads, and bedding; arms and accoutrements required by law; necessary cooking utensils; chairs, knives and forks, plates, teacups and spoons, to the number of six each; a table; sugar-dish, milk-pot, tea-pot; crane and appendages; pair of andirons; shovel and tongs; and the tools and implements of any mechanic necessary to the carrying on of his trade, not exceeding twenty-five dollars in value. In addition to these articles, necessary household furniture; working tools; a team not exceeding one hundred and fifty dollars in value, and owned by a householder, or by any one having a family for which he provides, together with the debtor's family vault, are exempted from execution, except on a demand for the purchase money of the article exempted by law.

Homestead.—The lot, and buildings thereon, to the value of one thousand dollars, occupied as a residence, and owned by the debtor, is exempt from execution. The exemption continues after the death of the householder, for the benefit of the widow and family, until the youngest child becomes of age, and until the death of the widow, provided one or more of the family occupy the premises.

No release of the exemption is valid unless made in writing, subscribed by the householder, and acknowledged in the same manner as a conveyance of real estate. To entitle property to exemption, the conveyance must show the design of the householder to hold it as a homestead, or a notice of his intention, containing a full description of the property, must be executed and acknowledged by the owner, and recorded in the office of the clerk of the county wherein the homestead is situated, in a book provided for that purpose, and known as the "Homestead Exemption Book." No property is exempt from sale for non-payment of taxes or assessments, or for a debt contracted for the purchase money of the premises, or contracted prior to the recording of the deed or notice as above required.

If the Sheriff holding the execution thinks that the premises claimed as exempt are worth more than one thousand dollars, he shall summon six qualified jurors of his county, who shall, upon oath, to be administered to them by the Sheriff, appraise the premises; and if, in their opinion, the premises may be divided without injury to the interests of the parties, they shall set-off as much of the premises, including the dwelling-house, as they value at one thousand dollars, and the residue may be sold by the Sheriff. In case the premises exceed one thousand dollars in value, but cannot be divided, they shall deliver an appraisal of the value of the property to the Sheriff, who delivers a copy to the execution debtor, or to some of his family of suitable age to understand it, with a notice attached, that unless the execution debtor pays to the Sheriff, within sixty days, the surplus over and above one thousand dollars, the premises will be sold. In case the surplus is not paid within sixty days, the Sheriff may sell the property, pay to the execution debtor one thousand dollars of the proceeds, which shall be exempt from execution for one year thereafter, and apply the balance to the execution. Unless upward of one thousand dollars is bid, no sale shall be made, and in such case the Sheriff may return the execution unsatisfied. The expenses of thus selling a homestead are to be included in the costs upon the execution.

New Jersey—*Personal.*—The following articles, the property of the head of a family, are exempt from execution upon judgment, founded on contracts made before the 14th March, 1851: One cow; one bed and bedding; one cradle; one stove; one half cord of firewood; one half ton of stove coal; one spinning-wheel; one table; six chairs; one hog; one hundred pounds of flour; one iron cooking pot; knives, forks, plates, and spoons, one dozen each; half dozen bowls; two pails; one barrel; one coffee-pot; one tub; one frying-pan; the necessary tools of a tradesman, to the value of ten dollars; and all necessary wearing apparel A supplementary act was passed February 6, 1858, allowing, in all assignments of debtors for the benefit of creditors, goods and

chattels to the value of two hundred dollars, and *all* wearing apparel for the use of the debtor and his family.

Homestead.—In addition to the foregoing, there is exempt, by law, from sale on execution, for debts hereafter contracted, the lot and buildings thereon, occupied as a residence, and owned by the debtor, to the value of one thousand dollars. This exemption will continue after the death of the debtor, for the benefit of his widow and family, provided one or more of them continue to occupy the same till the youngest child is of age, and until the death of the widow. No release or waiver of this redemption is valid. But to entitle a householder to the benefit of this exemption, a notice of his design to hold the property as a homestead must be executed, and recorded in the Clerk's office of the county where the property is situated, and published once a week, for six weeks, in a newspaper published in the county, or in the newspaper published nearest the same. No property shall, however, by virtue of this act, be exempt from sale for non-payment of taxes or assessments, or for any labor done thereon, or materials furnished therefor, or for debts contracted prior to the recording of the aforesaid deed or notice. A homestead must be reserved as such for the use of the family: it cannot be leased or sold without the full and free consent of the wife of the owner. If an officer cannot find sufficient property, apart from that which is exempt, to satisfy the execution, a Judge of the Court of Common Pleas may appoint six disinterested persons to appraise the homestead, and if its value exceed one thousand dollars, the excess may be sold for the benefit of the judgment creditor.

Pennsylvania.—Property to the value of three hundred dollars, over and above all wearing apparel of defendant and his family, and all Bibles and school books used in the family, are exempt. The debtor must elect to retain either real or personal estate of the value mentioned. Bonds, mortgages, or other contracts for the purchase money of real estate, are excepted from the operation of the statute.

If the debtor, when real estate is seized, fails to make his election to retain real estate, he is not entitled to three hundred dollars from the proceeds of the sale. The claim to personal estate, in order to avail the defendant, must be made before the sale; and if he neglect to enter his claim, he thereby waives all benefits to be derived from the statute. If the debtor waives his right to the exemption by agreement with one execution debtor, it is a waiver as to all other creditors. The widow or children of a deceased debtor may retain property belonging to his estate, to the value of three hundred dollars, and the executor or administrator cannot sell the same, but must suffer it to remain for the use of the widow and family, unless the claim be founded on a lien for the purchase money of real estate.

MARYLAND.—Real estate acquired by marriage is not liable to execution, during the life of the wife, for the debts of the husband. Wages of any laborer, or other employee, in the hands of the employer, are exempt to the amount of ten dollars. Slaves of the wife, (acquired either before or after marriage), and her earnings, not exceeding one thousand dollars, may be held for her own use, and exempted from liability for the debts of the husband; corn for necessary maintenance; bedding, gun, axe, pot, and laborer's necessary tools, and such household implements, ammunition, &c., requisite for subsistence, are also exempt.

DELAWARE.—The following items of property of white citizens are exempt from attachment or execution: The necessary wearing apparel of the debtor, his wife and children; bed and bedding for every two persons in the family; one iron stove; fuel for family use, to the amount of five dollars; all Bibles and school-books used in the family; one cow, one swine, and one ton of hay; the library, tools and implements of the debtor necessary for carrying on his profession or trade, to the value of fifty dollars; other necessary household furniture, to the value of twenty-five dollars; rights of burial, and tombs in use. It is provided, however, that all the articles exempted shall not exceed one hundred dollars in value, and that if, at the time of the execution of the process, the debtor is not in possession of all or any of the specified articles, other property to that value shall be exempt, except in case of fines or taxes. Those exemptions do not affect a debt or contract incurred prior to July 4th, 1851.

VIRGINIA.—No growing crop of any kind shall be liable to distress or levy, except Indian corn, which may be taken at any time after the fifteenth of October in any year. If the debtor be a householder, the following articles are exempt: One bed and bedding; six chairs; one table, and the necessary kitchen furniture; one loom, and its appurtenances; one spinning-wheel, and one pair of cards; one axe; five barrels of corn; five bushels of wheat, or one barrel of flour; two hundred pounds of bacon or pork; and forage or hay to the value of five dollars. Slaves cannot be levied on without their owner's consent, if there be other property not exempt sufficient to satisfy the execution.

NORTH CAROLINA.—All wearing apparel; working tools; arms for muster; one bed and furniture; one spinning-wheel, cards, and one loom: one Bible and Testament, one hymn-book, one prayer-book, and all necessary school books, the property of defendant. The following articles belonging to any housekeeper are also exempt: One cow and calf, and one loom; one Bible and Testament; one hymn-book; one Testament; ten bushels of corn or wheat; fifty pounds of bacon, beef or pork, or one barrel of fish; all farming tools necessary for one laborer; one bedstead, bed, and

bedding for every two members of the family, and such other property, to the value of fifty dollars, as may be selected by three disinterested freeholders, appointed by any Justice of the Peace in the county, upon application made by the defendant.

South Carolina—*Personal.*—The law exempts to each family two bedsteads, beds and bedding; one spinning-wheel, and two pairs of cards; one loom; one cow and a calf; all necessary cooking utensils; and provisions to the value of ten dollars. If the debtor be a farmer, he may retain all necessary farming implements; if a mechanic, the tools of his trade.

Georgia—*Personal.*—The equipments of military men, and the horses and wearing apparel of troopers; two beds and bedding; a spinning-wheel, and two pairs of cards; a loom; common tools of the debtor's trade; ordinary cooking utensils; thirty dollars' worth of provisions, and the Family Bible; a cow and a calf; one horse or mule, to the value of fifty dollars; and ten swine. The same privileges are extended to widows and their families, while the widows remain single.

Homestead.—Every white citizen of the State, being the head of the family, may own fifty acres of land exempt, except for execution for the purchase money of the land. But the land thus exempt must include the dwelling-house, and improvements of the original tract, the value of the whole not to exceed two hundred dollars.

Alabama — *Personal.* — Two bedsteads, beds, and furniture; three cows and calves; one work horse, mule, or pair of oxen; twenty hogs; twenty sheep; five hundred weight of meat; one hundred bushels of corn; all meal at any time on hand; two plows; two sets of plow gears; one table; one pot; one oven; two water vessels; one dozen cups and saucers; one set of knives and forks; one dozen plates; one coffee-pot; two dishes; two pairs of cotton cards; two spinning-wheels; one churn; three chairs; two axes; two hoes; one horse or ox cart; one gun; all books and family portraits, and all tools or implements of trade. The rent due the landlord, not exceeding one year, must be tendered to him before the goods and chattels lying on the household property can be taken.

Homestead.—Forty acres of land, not exceeding four hundred dollars in value, are exempt, provided they are not within the corporate limits of any town or city.

Florida—*Personal.*—All the necessary wearing apparel, bedding, and kitchen furniture; the horse, saddle, vehicle, and harness, to the value of one hundred dollars, of every clergyman; the horse, saddle, bridle, medicine, professional books, and instruments of every surgeon, midwife, or physician; tools necessary in the debtor's trade or profession; the horse and gun, to the value

of one hundred dollars, belonging to any farmer actually cultivating five or more acres of land within the State; the boat and gun of every fisherman, pilot, or resident upon any island or coast of the State; and the boat and flat of any ferryman, to the value of two hundred dollars. Every actual housekeeper with a family, may claim as exempt such portion of his property as may be necessary for the support of himself and family, to the value of one hundred dollars, waiving all right to all other exceptions; provided, however, that the defendant is not a non-resident, nor about removing from the State, nor removing his property, nor fraudulently disposing of the same to avoid the payment of his debts. And the defendant must make and sign a fair and full statement of all his property, verified by affidavit, which must accompany the return of the process.

Homestead.—A farmer owning forty acres of land, of which he cultivates ten, can hold the same exempt, except for violation of the criminal law, or for fines or taxes, provided the property does not exceed two hundred dollars in value. Every owner of a dwelling-house in a city, town, or village, provided he actually reside in the house, and that it does not exceed three hundred dollars in value, may hold it free from execution, attachment, or distress, except for violation of the criminal law, or for fines or taxes.

Mississippi.—*Personal.*—The tools of a mechanic necessary for carrying on his trade; the agricultural implements of a farmer necessary for two male laborers; the books of a student required for the completion of his education; the wearing apparel of each person; the arms and accoutrements of each person, of the enrolled militia of the State; all globes, books and maps; also one work horse, four cows and calves, twenty head of stock hogs, one hundred and fifty bushels of corn, twenty bushels of wheat or rice, eight hundred pounds of pork or bacon, one yoke of oxen, one cart or wagon, household furniture, to be selected by the debtor, not to exceed two hundred and fifty dollars in value, and one slave, to be selected by the debtor if he have more than one; and should such debtor elect to retain a female slave, then all the children of such female under the age of six years shall likewise be exempt until such children shall respectively arrive at the age of six years; and the said debtor shall not sell or dispose of such child or children, pending a judgment or execution against said debtor. And if any sheriff or officer shall levy on or seize any property exempt from execution, he shall be liable to an action of trespass on the case, at the suit of the debtor, for all damages sustained thereby.

Homestead.—Every free white citizen of this State, male or female, being a householder and having a family, shall be entitled to hold exempt from seizure or sale, under any execution, judgment

or decree, founded on any contract made, or liability incurred after this act (passed in the year one thousand eight hundred and fifty-seven) shall take effect, the land and buildings owned and occupied as a residence by such debtor, provided the quantity of land shall not exceed one hundred and sixty acres, nor the value thereof the sum of fifteen hundred dollars, inclusive of improvements, and such exemption shall continue after the death of such householder, for the benefit of the widow and family of the deceased, some or one of them continuing to occupy such homestead, until the youngest child shall become twenty-one years of age, and until the death of the widow. No property shall be exempt from execution when the purchase money thereof forms, in whole or in part, the debt on which the judgment is founded, nor shall any property be exempt from sale for non-payment of taxes or assessments, or for any labor done thereon, or materials furnished therefor.

LOUISIANA.—*Personal.*—The clothes, bed, and bedding of the debtor and his family; his arms and accoutrements; household furniture to the amount of two hundred and fifty dollars; the family library, portraits, and pictures; and the working tools, instruments, and apparatus necessary to the exercise of the debtor's trade or profession, are exempt, except from execution on a demand for the purchase money. Wages and compensation due for services earned within thirty-one days preceding the issuing of any seizure, attachment, or garnishment against a debtor, to any amount sufficient for the necessary support of any person having a family for which he provides, are also exempt, except on an execution for alimony furnished to the debtor or his family, or for rent of the premises occupied by them at the time.

Homestead.—The lot and building thereon, to the value of one thousand dollars, and occupied as a residence, and owned by a debtor having a family, is exempt, except from sale for taxes or for the purchase money, or for debt contracted prior to the recording of the exemption. But no debtor is entitled to this exemption whose wife owns in her own right, and is in the actual enjoyment of, property exceeding one thousand dollars in value.

KENTUCKY.—*Personal.*—One yoke of oxen; one work horse; one plough with its gear; one axe, one hoe; two cows and calves; two bedsteads, beds, and bedding; all wearing apparel; one loom, spinning wheels and cards; all the spun yarn, cloth, and carpeting manufactured by the family, and necessary for its use; one pot, oven, coffee-pot, tea-pot; six each of table knives, forks, cups, saucers, plates, and chairs, the chairs not to exceed eight dollars in value; cooking-stove, and other cooking utensils, to the value in all of twenty-five dollars; ten sheep; provisions sufficient for

the support of the family for one year; one saddle and bridle, with their appendages, and the Family Bible.

A debtor may surrender any of the articles specifically exempted, and retain others of equal value; the value to be determined by two disinterested householders selected by the officer.

ILLINOIS.—*Personal.*—All necessary wearing apparel; necessary beds and bedding; cooking utensils; household furniture to the value of fifteen dollars; one pair of cards; two spinning-wheels; one weaving-loom and appendages; one stove and its pipe; one milch cow and calf; two sheep, and the fleeces taken from them, or the fleeces of two sheep for each member of the family, provided they have not been purchased by any debtor owning sheep, together with the yarn and cloth that may be manufactured from the fleeces; and sixty dollars' worth of property suited to the condition of, and to be selected by, the debtor; three months' provision and fuel, and necessary food for stock exempted from execution; and any lot used as a burying-ground.

Upon the death or desertion of the head of the family, the family shall be entitled to the like exemption.

Homestead.—The lot of land and the buildings attached, to the value of one thousand dollars, owned and occupied as a residence by a householder having a family, are exempt from forced sale for contracts made after July 4th, 1851. Upon the death of the debtor, the exemption continues for the benefit of his family until the youngest child becomes of age, and until the widow dies. No release of the exemption is valid unless in writing, subscribed by the householder, and acknowledged before a magistrate or commissioner of deeds. This exemption, however, does not prevent the sale of land for taxes or debts incurred for the purchase or improvement of the land, or incurred prior to the recording of notice of redemption.

If the creditor or officer holding the execution think the property claimed is worth more than one thousand dollars, the officer may summon six qualified jurors of his county to appraise the premises upon oath, if, in their opinion, the property can be divided without injury.

INDIANA.—Property, real or personal, to the value of three hundred dollars, owned and occupied by any resident householder, is exempt from execution for debt incurred since July 4th, 1852, mechanics', laborers', and vendors' liens excepted. The articles for exemption may be selected by the debtor from his general effects. Their value must be ascertained by appraisers, one chosen by the plaintiff or his attorney, one by the debtor, and a third, if necessary, by these two. In case either party fails to select an appraiser, one is chosen by the officer. The appraisers shall make

a schedule of the property selected by the debtor, which, verified by the affidavit, must form part of the return. If the debtor select real and personal property exceeding three hundred dollars in value, he may pay the excess within sixty days. If he fails to do so, the real property is sold, and so much of the proceeds paid to the debtor as, with the value of the personal property selected by him, amounts to three hundred dollars. Whenever real property, selected for exemption is susceptible of division without material injury, it must be so divided as to exempt the principal dwelling-house of the debtor.

OHIO.—Every householder can exempt from execution the wearing apparel of the family; the necessary bedsteads, beds, and bedding; one stove and pipe; fuel sufficient for sixty days' consumption; one cow; or household furniture, if the debtor own no cow, to the value of fifteen dollars; two swine, or the pork therefrom; or if the debtor own no swine, furniture to the value of six dollars; six sheep, the wool therefrom, and the cloth and articles manufactured from the wool; or, in lieu of sheep, furniture to the value of ten dollars; and sufficient food for the exempt stock for sixty days; also, the bibles, hymn-books, psalm-books, testaments, and school-books used in the family, and all family pictures; also, provisions to the value of forty dollars, to be selected by the debtor; and articles of household or kitchen furniture, necessary for himself and family, to the value of thirty dollars; also, the tools and implements selected by the debtor, to the value of fifty dollars, and necessary in carrying on his trade or business. All questions arising as to the number of beds necessary for the family, the amount of fuel necessary for sixty days, the quantity of food for the support of the animals exempt, &c., must be determined by two disinterested freeholders, selected by the officer holding the execution. These also appraise the property claimed by the debtor as exempt.

Homestead.—The family homestead is exempt from execution, provided it does not exceed five hundred dollars in value.

On petition of executors or administrators to sell the lands of a deceased debtor to pay his debts, if the deceased has left a widow or minor child or children unmarried, the appraisers shall set apart a homestead, and the homestead shall remain exempt so long as any unmarried minor child resides thereon, although the widow may have previously died, and although the parent from whom the homestead descended may have left neither wife nor husband surviving. Every widow or widower having an unmarried child or children residing with him or her, and married persons living together as man and wife, though without children, are entitled to the privileges of homestead exemption, as also are persons owning dwellings occupied by themselves as homesteads, though built upon land owned by another.

When, in the opinion of the appraisers, it would injure the property of the debtor to separate the homestead, the plaintiff in execution receives in lieu of the proceeds of the sale such a sum annually, above forty dollars, as the appraisers shall decide upon as a reasonable rent; and he continues to receive this rent in quarterly payments until the debt, interest, and costs, are paid. The payments are to be made quarterly, and if within ten days after the payment becomes due the defendant does not pay the same, the officer proceeds to sell the homestead, observing the same process provided in other cases for the sale of real property. But the homestead cannot be sold for less than its appraised value. The plaintiff, when in receipt of rent, may cause a re-appraisement as often as once in two years, and the rent shall be paid according to the new appraisement; if between any two appraisements the value of the homestead has not increased one hundred dollars, the costs of the appraisements must be paid by the plaintiff.

Missouri.—All wearing apparel; the tools and implements of a mechanic; ten hogs, ten sheep, two cows and calves, and working animals to the value of sixty-five dollars: one plough and set of plough gears; one axe and one hoe, or any other property, real or personal, not exceeding in value one hundred and fifty dollars, chosen by the debtor, if he is a householder; the spinning-wheels and cards, one loom, and apparatus necessary for manufacturing cloth in a private family; all the spun yarn, thread and cloth manufactured for family use; flax, hemp, and wool, twenty-five pounds each; the wearing apparel of the family; two beds, with the usual bedding, and other necessary household and kitchen furniture, not exceeding twenty-five dollars in value; lawyers, physicians, and ministers may select books necessary to their profession in place of other property, at their option; physicians may also select their medicines. The property of the wife is exempt from execution against the husband if the debt was a security debt, or was contracted before marriage, or before the wife came into possession, or if it was a fine, or for costs in any criminal case against the husband. The husband's property is exempt from all liabilities contracted by the wife before marriage.

Michigan.—*Personal.*—All spinning-wheels and weaving-looms, with the apparatus: stoves kept for use: the pew occupied by the debtor and his family; all rights of burial; the arms and accoutrements required by law; the wearing apparel of the family; the library and school books, to the value of one hundred and fifty dollars; all family pictures; ten sheep, with their fleeces, and the yarn or cloth manufactured therefrom: two cows, five swine, and provisions and fuel for the subsistence of the debtor and his family for six months; household goods, furniture, and utensils, to the value of two hundred and fifty dollars; hay, grain, &c., enough to

keep properly for six months the forementioned stock; and the tools, implements, materials, stock, apparatus, team, harness, or other things to enable any person to carry on his profession or trade. The property, however, with the exception of mechanical tools and implements of husbandry, is not exempt from execution on demand for the purchase money. By the constitution, such personal property as is designated by law shall be exempted, to the amount of not less than five hundred dollars, from execution for any debts contracted after January 1, 1851. Any chattel mortgage, bill of sale, or lien, on exempt property, is void, unless signed by the wife.

Homestead.—Any quantity of land not exceeding forty acres, if not included in any recorded town-plot, city or village, or one lot, if within any such, with the house and its appurtenances thereon, owned and occupied by a resident of the State, and the whole not exceeding fifteen hundred dollars in value, is exempt. This exemption, however, does not extend to any mortgage on the homestead lawfully obtained; but no mortgage or other alienation of the homestead by the owner, if a married man, is valid, without the signature of his wife, except the mortgage is given to secure the payment of purchase money. Such a homestead is exempt after the death of the owner during the minority of his children; and if he has no children, but leaves a widow, it shall be exempt, and the rents and profits thereon shall accrue to her during her widowhood, unless she is the owner of a homestead in her own right. But the children or widow must occupy the homestead, to have the benefit of the exemption.

Where a levy is made upon the lands and tenements of a householder whose homestead has not been selected or set apart, the householder may notify the officer of what he regards as his homestead, with a description thereof, and only the remainder shall be subject to sale. If the plaintiff is dissatisfied with the quantity set apart, the officer making the levy shall have the homestead surveyed, beginning at a point designated by the owner, and shall set off, in a compact form, including the dwelling-house and its appurtenances, the amount of land constituting by law a homestead, as specified above; the expense of the survey shall be charged and collected on the execution. After the survey has been made the officer may sell the property levied on, and not included in the homestead, as he would any other real estate. Any person owning and occupying a house situated on land not his own, and claiming it as his homestead, shall be entitled to exemption.

ARKANSAS.—*Personal.*—One horse, mule, or yoke of oxen; one cow and calf; one plough, one axe, one hoe, and one set of plough gears; spinning wheels and cards; one loom and apparatus necessary for manufacturing cloth in a private family, spun yarn, thread, and cloth manufactured for family use; hemp, flax, cotton and wool,

not exceeding twenty-five pounds; all wearing apparel of the family; two beds, with bedding; also, any other household and kitchen furniture necessary for the family, agreeably to an inventory of it, to be returned on oath by the officer with the execution. There is also exempt the necessary tools and implements of a mechanic carrying on his trade; all military equipments required by law; and such provisions as are on hand for family use.

TENNESSEE.—*Personal.*—One cow and calf; one bedstead, and bed containing not more than twenty-five pounds of feathers; two sheets, two blankets, and one counterpane. When the family of the debtor consists of more than six children, an additional feather bed, and an additional cow and calf are exempt for every three children. The following are also exempt from execution: Six knives and forks; six plates; one dish; one pot; one dutch oven; one spinning-wheel; one pair of cotton cards; one chopping-axe; five sheep; ten swine; all fowls and poultry; Family Bible and hymn-book; one loom; five hundred bundles of oats; five hundred bundles of fodder; ten bushels of wheat; one stack of hay; one man's saddle and one side saddle; one bridle ox-cart, yoke, ring, staple, and log-chain; one farm-horse, mule, or yoke of oxen; six hundred pounds of pork or bacon; one hundred bushels of corn; one plough and ploughing gear; one iron wedge; one set of mechanics' tools, necessary for one workman at any trade; and the arms and equipments of the militia. In case of the death of the householder, the property is exempt in the hands of his widow; or, if she did not survive him, in those of his representatives, for the benefit of his children.

Homestead.—Before any person can be entitled to the benefit of the homestead exemption act, he must declare his intention of claiming the homestead, by having a declaration and noting of such intention registered in the Register's office in the county wherein the homestead is situated; and the exemption of the homestead dates from and after this registration. The homestead of every housekeeper residing within the State, to the value of five hundred dollars, and consisting of a dwelling-house and outbuildings, and the land appurtenant thereto, shall be exempt from attachment and execution, where the cause of action accrued after the first of January, 1853.

The homestead must be set out of the real estate levied on, by three disinterested freeholders, and only the remainder sold. If the homestead cannot be set apart, the whole must be sold, and five hundred dollars of the proceeds paid to the Clerk of the Court from which the judgment issued, to be used by him only for the purchase of another homestead. The surplus proceeds of the sale are applied on the execution. The widow of a housekeeper, or in the event of a divorce resulting from the husband's misconduct, the

wife, is entitled to all the benefits of the exemption; so, also, are children during their minority. To become entitled to the benefits of the exemption, the person claiming them must permanently reside in the homestead. The homestead, when owned by a married man, can only be aliened on mortgage by joint deed of husband and wife, except for payment of the purchase money.

The person to whom a homestead is set apart, must, within one year, have the same registered in the Register's office of the county wherein the land may be, in order to obtain a valid title thereto.

Texas.—*Personal.*—There is exempt from sale on execution, household and kitchen furniture, to the value of two hundred dollars; farming implements, to the value of fifty dollars; the tools, apparatus, and books, appertaining to the trade or profession of any citizen; five milch cows; one yoke of oxen, or one horse; twenty swine; and provisions for one year.

Homestead.—The homestead of a family, when without the limits of a city, town, or village, must not contain more than two hundred acres of land; when within such limits, it must not exceed two thousand dollars in value. The homestead cannot be levied upon by execution, nor sold, when owned by a married man, without the consent of the wife.

Iowa.—All wearing apparel kept for actual use, and suitable to the condition of the defendant, with the trunks or other receptacles in which it is contained, even though the debtor is a non-resident; one musket or rifle; the tools, instruments, and books, used in the practice of a debtor's business or profession; the horse, harness, and wagon, used by a physician, clergyman, or public officer, or by the use of which a farmer or laborer gains a subsistence; all libraries, Family Bibles, portraits, and paintings; a pew occupied by the debtor or his family in any house of public worship; and an interest in a public or private burying-ground, not to exceed one acre for any one defendant.

If the debtor be the head of a family, there is a further exemption of one cow and calf, one horse, unless exempted as above, fifty sheep and the wool therefrom; five hogs, and all pigs less than six months old; the food necessary for the subsistence of the animals exempt for sixty days; flax raised by the defendant, and the manufactures therefrom; all cloth manufactured by the defendant not exceeding one hundred yards; household and kitchen furniture to the value of one hundred dollars; all spinning-wheels and looms, and other instruments of domestic labor kept for actual use; a bedstead and bedding for every two in the family, and the necessary provisions and fuel for the use of the family for six months.

The earnings of the debtor by his own personal services or those of his family, at any time within ninety days next preceding the levy, are also exempt.

Homestead.—The homestead of every family is exempt, except for a mechanic's lien, or for debt contracted prior to the purchase of the homestead, or to July 4th, 1849, or for debt created by written contract, signed by parties having full power to convey the homestead, in which it is expressly stipulated that the homestead shall be liable for such debt. In no case, excepting a mechanic's lien can a homestead be sold until all other property of the defendant is exhausted. A widow or widower, though without children, shall be deemed the head of the family while continuing to dwell in the house used as a homestead previous to the death of the husband or wife. If the owner is married, a conveyance of the homestead is invalid unless husband and wife join in the deed. If within a town, the homestead must not exceed half an acre in extent: if not, it is limited to forty acres: but in either case, if its value is less than five hundred dollars, it may be enlarged till its value reaches that limit.

The homestead must embrace only one dwelling-house used as such by the owner, and the buildings properly appurtenant. It may also embrace the owner's workshop. When the debtor does not choose his homestead, his wife may do so for him, and if neither, then the Sheriff.

Wisconsin.—*Personal.*—The Family Bible, family pictures, school-books, or library; a seat or pew in any house of public worship; and the family place of sepulture; all wearing apparel of the debtor and his family; all bedsteads, beds, and bedding used by the family; all cooking utensils, and other household furniture, to the value of two hundred dollars; two cows; ten swine; one yoke of oxen, and a horse, or, in lieu of them, a span of horses; ten sheep, and the wool therefrom, either as raw material, or manufactured into yarn or cloth; necessary food for the support of the stock mentioned, for one year, whether provided or growding, as the debtor may choose; one wagon, cart, or dray; one sleigh; one plough; one drag; and other farming utensils, including tackle for teams to the value of fifty dollars. Provisions and fuel necessary for one year's consumption; the tools and implements, or stock in trade, of any mechanic, miner, and other person, used and kept for the purpose of carrying on his trade or business, to the value of two hundred dollars; the library and implements of any professional man, to the value of two hundred dollars; all of which articles are to be chosen by the debtor or his representative. Money arising from insurance on property exempt, which has been destroyed by fire, cannot be seized on execution.

Homestead.—A homestead, consisting of not over forty acres of land, used for agricultural purposes, with a dwelling house thereon, and its appurtenances, to be selected by the owner, and not in-

cluded in any town-plot, city, or village; or instead, land not exceeding one fourth of an acre, within a town-plot, city, or village, with a dwelling-house thereon, and its appurtenances owned and occupied by any resident of the State, is not subject to forced sale. This exemption does not affect any mechanic's or laborer's lien, or extend to any lawfully obtained mortgage. But such mortgage or other alienation of such property by the owner thereof, if a married man, is not valid without the signature of his wife to the same.

When the owner of a homestead dies, leaving infant children, the homestead is exempt from the payment of his debts; and no administrator or executor has a right to the possession of an estate so exempt, or to the rents and profits of the same.

California.—*Homestead.*—A quantity of land, with dwelling-house and its appurtenances, not exceeding five thousand dollars in value, to be selected by the owner, is exempt from execution for any debt contracted after July 1, 1851, or at any time out of the State. This exemption, however, does not extend to mechanic's or vendor's lien, or any lawfully obtained mortgage, or to liability for taxes.

If the plaintiff so require, appraisers may be appointed to value the homestead. If the lot is two thousand five hundred square yards, or less, and with improvements is valued at more than five thousand dollars, either the excess or the whole may be sold; in the latter case no bid can be received for less than five thousand dollars, and the amount exempt must be paid to the defendant. If the lot exceed two thousand five hundred square yards, and five thousand dollars in value, the appraisers must set off land, including the dwelling-house, to the value of five thousand dollars. The defendant may also designate such personal property as is exempt by law. Upon the death of the head of the family, the same benefits accrue to his wife and children.

Minnesota.—*Personal.*—All spinning-wheels, and weaving looms, with the apparatus; stoves and pipes kept for use; the pew occupied by the debtor and his family; all rights of burial; the arms and accoutrements required by law; the wearing apparel of the family; the library and school-books, to the value of one hundred and fifty dollars; all family pictures; ten sheep, with their fleeces, and the yarn and cloth manufactured therefrom, two cows, five swine, and provisions and fuel for the subsistence of the debtor and his family for six months; household goods, furniture, and utensils, to the value of two hundred and fifty dollars; hay, grain, feed, and vegetables necessary for keeping, for six months, the animals before mentioned: and the tools, implements, material, stock, apparatus, team, vehicle, horses, harness, library, or other things, to enable any person to carry on the profession, trade, oc-

cupation, or business, in which such person may be wholly or personally engaged, not exceeding in value two hundred and fifty dollars. The word team, shall be construed to mean either one yoke of oxen, a horse, or a pair of horses, as the case may be. Any chattel mortgage, bill of sale, or lien, on exempt property, is void unless signed by the wife. The property hereinbefore mentioned shall not be exempt from any execution or other process issued upon a judgment rendered for the purchase money on the same property.

Homestead.—Any quantity of land not exceeding eighty acres, and the dwelling house thereon, and its appurtenances, to be selected by the owner thereof, and not included in any incorporated town, city, or village, or instead thereof, at the option of the owner, a quantity of land not exceeding in amount one lot, being within an incorporated town, city, or village, and the dwelling-house thereon and its appurtenances, owned and occupied by any resident of this State, shall not be subject to attachment, levy or sale upon execution or any other process, issuing out of any court within this State. This section shall be deemed and construed to exempt such homestead in the manner aforesaid, during the time it shall be occupied by the widow, or minor child or children, of any deceased person, who was, when living, entitled to the benefits of this act This exemption, however, does not extend to any mortgage thereon, lawfully obtained, but such mortgage or other alienation of such land by the owner thereof, if a married man, shall not be valid without the signature of the wife to the same, unless such mortgage shall be given to secure the payment of the purchase money, or some portion thereof.

OREGON.—*Personal.*—All wearing apparel; the miscellaneous library and school-books of every individual and family, not exceeding in value one hundred and fifty dollars, and all family pictures; all household goods, furniture and utensils, not exceeding in value three hundred dollars; the tools, implements, material, stock, apparatus, team, vehicle, horses, harness, library or other things, to enable any person to carry on the profession, trade, occupation or business in which such person may be wholly or principally engaged, not exceeding in value four hundred dollars. The word team in this subdivision shall be construed to mean either one yoke of oxen, or a pair of horses or mules, as the case may be. To each householder, ten sheep with their fleeces and the yarn or cloth manufactured therefrom; two cows, five swine, and provision and fuel for the comfortable subsistence of such householder and family for six months; a sufficient quantity of hay, grain, and feed for keeping, for three months, the animals mentioned above as exempted from execution. But no article of property mentioned shall be exempt from execution issued on a judgment, recovered for its price, or upon a mortgage thereon.

Homestead.—When a person shall die, leaving a widow, minor child or children, the widow, child or children, shall, until letters have been granted, and the inventory returned, be entitled to remain in possession of the homestead, and of all the wearing apparel of the family, and of all the household furniture of the deceased, and shall also be entitled to a reasonable provision for their support, to be allowed by the probate judge. Upon the return of the inventory, the court shall set apart, for the use of the widow, minor child or children, all the property of the estate by law exempt from execution. If the amount thus exempt be insufficient for the support of the widow and minor child or children, the Probate Court shall make such further reasonable allowance out of the estate as may be necessary for the maintenance of the family, according to their circumstances, during the progress of the settlement of the estate; but no such allowance shall be made after one year from the granting letters testamentary or of administration. Any allowance made by the court in accordance with the above provisions, shall be paid by the executor or administrator, in preference to all other charges, except funeral charges, and expenses of administration. When property shall have been set apart for the use of the family, in accordance with the foregoing provisions, if the deceased shall have left a widow and no minor children, such property shall be the property of the widow; and if he shall have left also a minor child or children, one half to the widow and the remainder to such child, or in equal shares to such children, if there are more than one; if there be no widow, then the whole shall belong to the minor child or children. If, on the return of the inventory of any intestate's estate, who died leaving a widow or minor children, it shall appear that the value of the estate does not exceed three hundred dollars, the Probate Court shall, by decree for that purpose, assign for the use and support of the widow, or minor child or children of the intestate, or if there be no widow, to the child or children, the whole estate, after the payment of the funeral expenses, and the expenses of administration.

WASHINGTON.—*Personal.*—All private libraries; all articles of clothing of married women and children under twenty-one years of age; and to each family, kitchen and cupboard ware to the amount of one hundred and fifty dollars; one bed for every two persons in the family; two cows; two horses or two yoke of oxen; one wagon; two hogs; farming utensils actually used by the family; produce raised upon the farm or garden sufficient for six months' consumption, and all tools of mechanics used to carry on their trade. But no article of property mentioned above, shall be exempt from an execution issued on a judgment recovered for its price, or upon a mortgage thereon, or for any tax levied thereon.

Homestead.—The family homestead is exempt from execution provided it does not exceed five hundred dollars. When a person shall die, leaving a widow and minor child or children, the widow, child, or children shall, until letters have been granted and the inventory returned, be entitled to remain in possession of the homestead, and of all the wearing apparel of the family, and of all the household furniture of the deceased, and shall also be entitled to a reasonable provision for their support to be allowed by the Probate Judge; but no such allowance shall be made after one year from the granting letters testamentary or of administration. When property shall have been set apart for the use of the family, in accordance with the foregoing provisions, if the deceased shall leave a widow, and no minor children, such property shall be the property of the widow; if he shall have left also a minor child or children, one half to the widow, and the remainder to such child, or in equal shares to such children, if there are more than one; if there be no widow, then the whole shall belong to the minor child or children.

All real and personal estate to which any married woman shall hereafter become entitled to in her own right, and all which may at the time of her marriage belong to her, and all the issues, rents and profits of such real estate shall not be liable to attachment for, or execution upon, any liability of a judgment against the husband, so long as she, or any minor heir of her body shall be living: Provided, That her separate property shall not be exempt from attachment or execution where the debts were owing by the wife, previous to marriage, or may have been contracted for her benefit.

New-Mexico.—The clerks of the Probate Courts of the different counties of this territory, shall be ex-officio recorders in their respective counties. It shall be the duty of the recorder to record in a book of good size (which he shall keep in the office for this purpose,) all land titles and other papers which by law should be recorded. When any land title, or other document, shall be delivered to the recorder to be recorded, it shall be his duty to endorse immediately on that document, or other paper, the day, month and year in which he received it, and he shall record it in the book of record as soon as possible, and the said documents, from the date in which they were delivered to the recorder, shall be considered as recorded, and this shall be sufficient notice to the public of the contents thereof. The recorder shall receive for his services ten cents for every hundred words recorded by him in accordance with this law, and shall further receive for certificate and seal to documents recorded, one dollar.

LEGAL RATES OF INTEREST.

MAINE.—Legal rate, *six* per cent. If more be agreed to be taken, only legal interest can be recovered.

NEW-HAMPSHIRE.—Legal rate, *six* per cent. If more be taken, the party forfeits three times the amount unlawfully taken.

VERMONT.—Legal rate, *six* per cent. Interest paid beyond that rate may be recovered.

MASSACHUSETTS.—Legal rate, *six* per cent. When the defence of usury is established, defendant shall recover his costs, and plaintiff shall forfeit three-fold the amount of interest unlawfully taken. The party paying usurious interest may recover three-fold the amount of unlawful interest paid.

RHODE ISLAND.—Legal rate, *six* per cent. When proof of the usury is established, plaintiff can recover the principal, with legal interest and costs.

CONNECTICUT.—Legal rate, *six* per cent. Plaintiff can recover the principal, but without the interest. Persons taking usury, forfeit the whole of the interest; half going to the party who prosecutes to effect, and half to the State.

NEW-YORK.—Legal rate, *seven* per cent. All contracts whereby a higher rate is reserved, are void. Corporations cannot set up the defence of usury.

NEW-JERSEY.—Legal rate, *six* per cent. All contracts for a higher rate are void. Persons taking a higher rate, forfeit the whole value of the contract—half to the State, and half to the prosecutor. By act of 1852, the legal rate in Hudson county (which includes Jersey City and Hoboken and several other counties) is *seven* per cent.

PENNSYLVANIA.—Legal rate, *six* per cent. Usurious interest cannot be recovered; and if paid, may be again recovered; but usury does not render the entire contract void.

DELAWARE.—Legal rate, *six* per cent. Whoever takes more forfeits the whole debt—half to the State, and half to the prosecutor.

MARYLAND.—Legal rate, *six* per cent. In contracts where more is taken, only the excess over the legal rate is void.

VIRGINIA.—Legal rate, *six* per cent. Usurious contracts are void, with the penalty of forfeiture of twice the amount of the debt

North Carolina.—Legal rate, *six* per cent. All contracts for a higher rate are void, and the party exacting it is liable to a forfeiture of double the amount of the debt—half to the State, and half to the prosecutor.

South Carolina.—Legal rate, *seven* per cent. The party reserving more, forfeits the entire interest, and must pay all costs.

Georgia.—Legal rate, *seven* per cent. If more be reserved, the party forfeits the entire interest.

Florida.—Legal rate, *eight* per cent., *if by agreement;* if no rate be specified, then *six* per cent. Usury is punishable by indictment and loss of all the interest.

Alabama.—Legal rate, *eight* per cent. In usurious contracts, the principal, without interest, may be recovered.

Mississippi.—Legal rate, *six* per cent., *for the use of money;* and upon other contracts; but contracts may be made in writing for the payment of *ten* per cent., but not higher.

Louisiana.—Legal rate, *five* per cent.; but parties may agree on any sum as high as *eight* per cent. Bank interest is *six* per cent. The penalty for usurious contracts is a forfeiture of the entire interest.

Texas.—Legal rate, where no rate is specified, *eight* per cent., but parties may agree upon any rate as high as *twelve* per cent Where more interest is reserved, no interest can be recovered.

Arkansas.—Legal rate, where no rate is mentioned, *six* per cent.; but parties may contract for any rate not exceeding *ten* per cent. Usurious contracts are void.

Tennessee.—Legal rate *six* per cent. Parties taking more, are liable to a fine of not less than the amount usuriously taken.

Kentucky.—Legal rate, *six* per cent. All contracts for a higher rate are usurious and void.

Ohio.—Legal rate, *six* per cent.; but parties may contract for any rate as high as *ten* per cent.; if for a higher rate, the excess is void.

Michigan.—Legal rate, *seven* per cent., with permission to agree upon any rate not higher than *ten* per cent., for the use of money. Contracts are not void for usury beyond the usurious excess.

Indiana.—Legal rate, *six* per cent. Usurious interest cannot be recovered, and, if paid, may be regained; but usury does not render the entire contract void.

Illinois.—Legal rate, *six* per cent. On written agreement for

loaned money, parties may agree upon any rate not exceeding *ten* per cent. In a suit on a note, if it be shown that it was not given for money loaned, judgment will be given for the principal sum with *six* per cent. interest.

Missouri.—Legal rate, *six* per cent. If plea of usury be sustained, judgment shall be rendered for legal interest only, which interest shall be paid to the common school fund. In addition, a usurer shall, upon information to any Justice of the Peace, or Court, having jurisdiction, forfeit and pay to the common school fund the whole interest agreed to be paid.

Iowa.—Legal rate, *six* per cent. Parties, however, may agree upon any rate not exceeding *ten* per cent. Illegal interest may be recovered.

Wisconsin.—Legal rate, *seven* per cent. But parties may agree in writing upon any rate not exceeding *twelve* per cent. If more be taken, the person paying may recover *treble* the amount paid, if action be commenced within one year from the date of such payment.

California.—Legal rate, *ten* per cent. Parties, however, may agree in writing upon any rate not exceeding *eighteen* per cent.; but principals and endorsers are liable to heavy penalties for receiving a higher rate.

Minnesota.—Any rate of interest agreed upon by parties in contract, specifying the same in writing, is legal and valid. When no rate of interest is agreed upon, or specified in a note, or other contract, seven per centum, per annum, is the legal rate. All judgments that may be recovered in any court of this State, shall, from and after the rendition of the same, draw interest at the rate of twelve per cent. per annum.

Oregon.—Legal rate of interest, ten per cent., for money lent or money due on settlement of accounts, from the day of liquidating the same, and ascertaining the balance

District of Columbia.—Legal rate of interest, six per cent. Usurious contracts are void.

Utah.—Legal rate of interest, seven per cent.: but parties may agree in writing upon a rate not exceeding ten per cent.

Washington.—Legal rate of interest, ten per cent. per annum. Any rate of interest agreed upon by parties to a contract, specifying the same in writing, shall be valid and legal.

LIMITATION OF ACTIONS
IN THE DIFFERENT STATES.

MAINE.—*Actions which must be commenced within six years after the cause of action accrues.*—Actions of debts on contract not under seal; for arrears of rent; for waste; trespass on land; replevin and all other actions for detention and injury to goods; and all causes for action founded on contract or liability.

Within four years.—All actions against Sheriff.

Within two years.—All actions for assault and battery, false imprisonment, slander, and libel.

Within one year.—Actions against endorser of writ on judgment, in the original action.

Cause of action accrues, in cases of open account, from the date of the last item proved.

All personal actions not limited by the above provisions may be brought within twenty years after cause of action accrues. Minors, married women, persons out of the United States, insane, or imprisoned, may bring actions within the times above limited, after such disability is removed. If, at the time a cause of action accrues against any person, he shall be out of the State, the action may be commenced within the time above limited after his return to the State. No action for the recovery of lands can be commenced against any person who has been in open, peaceable, and exclusive possession of the same for more than forty years.

NEW-HAMPSHIRE.—*Actions which must be commenced within twenty years after the cause of action accrues.*—All actions for the recovery of real estate; all actions of debt founded on a judgment or recognisance, or a contract under seal.

Within five years.—All rights in action, relative to real estate, by minors or persons insane, may be commenced within five years after such disability is removed.

Within three years.—All writs of error after judgment has been rendered.

Within two years.—All actions for slander, assault and battery, and wounding.

Actions on notes secured by mortgage may be brought so long as the plaintiff to action holds the mortgage.

If the defendant, at the time of the cause of action, or afterward, was absent from the State, the time of such absence shall be excluded in the computation.

VERMONT.—*Actions which must be commenced within fifteen years after the cause of action accrued.*—All actions for the recovery of land.

Within fourteen years.—All actions on promissory notes signed in the presence of attesting witnesses.

Within six years.—All actions of debt on judgment, rendered in any court, not being a court of record. All actions of debt on contract, or liability, not under seal for arrearages of rent; open account; trespass on lands; replevin, and all other actions for taking, detaining, or injuring goods.

Within four years.—All actions against Sheriffs for the negligence or misconduct of their deputies.

Within two years.—All actions for slander and libel.

The provisions in relation to married women, insane and imprisoned persons, are the same as in Maine.

The time during which a person, against whom a cause of action has accrued, is absent from the State, is not computed in the limitation.

Within three years.—All actions for assault and battery, and for false imprisonment.

MASSACHUSETTS.—*Actions which must be commenced within six years after the cause of action accrued.*—All actions for arrears of rent; waste; trespass on land; replevin, and all other actions for taking, detaining, or injuring goods or chattels.

Within four years.—Actions against Sheriffs for the negligence or misconduct of their deputies.

Within two years.—Actions for assault and battery, false imprisonment, slander, and libel.

None of the foregoing provisions apply to any action on a promissory note signed in the presence of an attesting witness, provided the action be brought by the original payee, or his executor or administrator; nor to any action brought on any bill, note, or other evidence of debt issued by any bank.

In all actions of debt brought to recover the balance due upon a mutual and open account, the cause of action accrues at the time of the proof of the last item in such account.

If any person entitled to bring any of the foregoing actions is, at the time when the cause of action accrues, a minor, a married woman, a lunatic, imprisoned, or absent from the United States, such person may commence suit within the times respectively limited, after the disability shall be removed.

All personal actions on any contract not limited by the foregoing, or by any other law of the State, may be brought within twenty years. In case the defendant is out of the State, the time of such absence is not to be computed.

RHODE ISLAND.—*Actions which must be commenced within twenty*

years after the cause of action accrued.—All accounts that concern trade or merchandise between merchant and merchant, their factors or servants.

Within six years.—All actions of covenant, account, arrearages of rent, detinue or replevin, and of debt founded on contract without speciality.

Within four years.—All actions of trespass, and of trespass and ejectment.

Within two years.—All actions of slander and libel.

If any person, at the time such action shall accrue, be a minor, a married woman, a lunatic, imprisoned, or beyond the limits of the United States, he or she may commence the same within the times specified after such disability is removed.

If any person against whom there shall exist any of the abovementioned causes of action be without the limits of the State, or shall go out before the action is barred, and shall not have or leave sufficient property therein that can be attached, the party entitled to such action may commence the same within the time limited after such person's return into the State.

CONNECTICUT.—*Actions which must be commenced within seventeen years after the cause of action accrued.*—All actions on bonds, written obligations, contracts under seal, and promissory notes not negotiable.

Within fifteen years.—All actions of entry on lands. Those legally incapable at the time such right of action accrued, may bring the same at any time within four years after becoming capable.

Within six years.—All actions of account, debt on book, on simple contract, and on implied contracts not under seal. Those not capable may bring them within three years after becoming capable.

Within three years.—All actions of slander, libel, trespass, and express contracts, not in writing.

The time when the defendant is out of the State is excluded from the computation.

NEW-YORK.—*Actions which must be commenced within twenty years after the cause of action accrued.*—All actions upon judgments or decrees of any court or courts in the United States; upon sealed instruments; and for the recovery of real estate.

Within six years.—All actions upon unsealed contracts, obligations or liabilities, express or implied; for trespass on real estate; for taking, detaining, or injuring goods or chattels; for the specific recovery of personal property; for criminal conversation; and for injury to the person or rights of another.

Within two years.—All actions for libel, slander, assault, bat-

tery, false imprisonment, and for forfeitures or penalties to the people of the State.

In a case of open account, cause of action accrues from the time when proof is given of the last item in the account.

All actions to enforce the payment of bills, notes, or other evidences of debt, issued by moneyed corporations, or put in circulation as money; and all actions against directors or stockholders of moneyed corporations or banking associations, to recover an imposed penalty or forfeiture, or to enforce a liability created by law, must be brought within six years after the discovery by the aggrieved party of the facts upon which the penalty or forfeiture attached, or the liability, was created.

No acknowledgment or promise shall be sufficient evidence of a new or continuing contract, unless the same be contained in some writing, signed by the party to be charged thereby. But this section shall not alter the effect of any payment of principal or interest.

Absence from the State by a party against whom cause of action has accrued, shall not be computed.

If a person entitled to bring an action be at the time of the cause of action a minor, a lunatic, a married woman, or imprisoned, the time of such disability is not a part of the time limited for the commencement of the action, except that the period within which the action must be brought cannot be extended more than five years by such disability, except in case of infancy: nor can it be so extended in any case longer than one year after the disability ceases.

NEW-JERSEY.—*Actions which must be commenced within twenty years after the cause of action accrued.*—All actions for the recovery of lands.

Within sixteen years.—All actions of debt; covenants for rent; arrearages of rent, founded on any lease under seal; actions of debt on any bill for the payment of money only, or upon any obligation with condition for the payment of money only; and all actions upon awards under the hands and seals of arbitrators, for the payment of money only.

Within six years.—All actions of trespass, detinue, trover and replevin, for injuring or taking away goods and chattels: of debt, founded on any contract without speciality; and for arrearages of rent on contracts not under seal.

Within four years.—All actions of trespass for assault, menace, battery and imprisonment.

Within two years.—All actions for libel and slander within two years after the words spoken.

Minors, married women, and lunatics, may bring these actions within limited periods, respectively, after their disability is re-

moved. The time of defendant's absence from the State is not to be computed.

PENNSYLVANIA.—*Actions which must be commenced within twenty-one years after the cause of action accrued.*—All actions for the recovery of lands.

Within six years.—All actions of account between retailer and consumer; actions of debt founded upon any contract without speciality; for arrearages of rent, except the proprietaries' quit-rents; actions of replevin for goods and chattels; and all actions of trespass upon land.

Within two years.—All actions of trespass, assault, menace, battery, wounding, and imprisonment.

Within one year.—All actions for libel and slander.

Infants, lunatics, married women, and persons imprisoned, have ten years after their disability is removed. Parties out of the United States may bring the above actions within the times respectively limited, after the disability is removed.

DELAWARE.—*Actions which must be commenced within twenty years after the cause of action accrued.*—All actions for recovery of lands.

Within six years.—All actions on promissory notes, bills of exchange, and acknowledgments under the hand of the debtor.

Within three years.—All actions of trespass, replevin, detinue, debts not founded on a record of speciality, and of account.

In cases of mutual and running account, limitation not to begin while the account continues open.

Minors, married women, lunatics, and persons imprisoned, to have ten years after the removal of such disability.

The time of the defendant's absence from the State is to be deducted; and in every such case, one year after his return, to be allowed, when the cause of action arises in the State.

MARYLAND.—*Actions which must be commenced within three years after the cause of action accrued.*—All actions of trespass on land, detinue, trover, replevin, contract account, loans, non-residents, contracts without speciality, and arrearages of rent.

Within one year.—All actions relative to slander, assault, battery, wounding, and imprisonment.

No person absenting himself from the State, or removing from county to county, to the hindrance and injury of his creditors, can have any benefit from the foregoing sections.

Minors, married women, lunatics, and prisoners, may commence the above actions within the times respectively limited, after their disability is removed.

VIRGINIA.—*Actions which must be commenced within twenty*

years after the cause of action accrues.—All actions founded on contracts in writing under seal.

Within fifteen years.—All actions to recover land.

Within ten years.—All actions on indemnifying bonds taken under any statute, and on all bonds of executors, administrators, guardians, curators, committees, Sheriffs, or other public officers.

Within five years.—All actions on awards or contracts in writing not under seal.

Within two years.—All actions founded on accounts between retailers and consumers.

All personal actions not provided for in the foregoing sections must be brought to suit within five years.

A minor, married woman, or lunatic, may commence the above actions ten years after the removal of such disability.

Every action upon a judgment rendered in any other State or country is barred, if by the laws of such State or country it would there be barred. But whether so barred or not, no action can be instituted on a judgment against a party who has been a resident in the State for ten years, if such judgment was rendered more ten years before the commencement of the action.

North Carolina.—*Actions which must be commenced within seven years after the cause of action accrued.*—All claims for the recovery of lands.

Within three years.—All actions of account, arrearages of rent, of debt upon simple contract, and of detinue, replevin, and trespass, either for goods and chattels, or upon land.

Within one year.—All actions for trespass, assault, battery, wounding, and imprisonment.

Within six months.—All actions for slander and libel.

Minors, married women, lunatics, prisoners, and persons beyond seas, have the same periods after the removal of their disability.

South Carolina.—*Actions which must be commenced within seven years after the cause of action accrued.*—All claims for the recovery of lands.

All titles to lands or possessions for seven years are good against all claims whatsoever. In actions to try titles to lands, if the plaintiff or claimant discontinue, or suffer a non-suit, verdict, or judgment against him, or in any other way let the first action fall, he may bring a second action within two years; otherwise, he is barred. The second action is final.

Within four years.—All actions of trespass on land; trespass, detinue and trover; and replevin, debt, and covenant.

Within one year.—All actions of assault, battery, and imprisonment.

Within six months.— All actions of libel and slander

Persons beyond seas, married women, and prisoners, may commence the above actions seven years after the removal of their disability; minors five years after their majority.

GEORGIA.—*Actions which must be commenced within twenty years after the cause of action accrued.*—All actions on instruments under seal.

Within seven years.—All actions for the recovery of land.

Within six years.—All actions on notes and instruments in writing, not under seal.

Within five years.—All actions on foreign judgments.

Within four years.—All actions on open accounts, trespass, debt, detinue, and replevin for goods; also, all actions for trespass on land.

Within two years.—All actions for trespass, assault, battery, wounding, and imprisonment.

Within six months.—All actions for slander.

Minors, married women, lunatics, prisoners, and persons beyond seas, have the same periods after their disability is removed.

FLORIDA.—*Actions which must be commenced within seven years after the cause of action accrued.*—All actions for the recovery of real estate.

Within five years.—All actions of account; debt; trespass on land; and trespass, detinue, and replevin for goods and chattels.

Within three years.—All actions for assault, battery, wounding, and imprisonment.

Within two years.—All actions on book accounts. If the creditors die within such two years, then the further time of two years.

Within one year.—All actions for libel and slander.

Minors, married women, lunatics, prisoners, and persons beyond seas, have the same periods after the removal of their disability.

Actions of account concerning merchandise between merchants, actions of debt on speciality, and actions of covenant, not being regulated by statute, are governed by the old English law in force prior to 1776.

A debtor who absconds, conceals himself, or otherwise prevents his creditor from bring suit within the terms above specified, thereby loses all benefits of the foregoing limitations.

ALABAMA.—*Actions which must be commenced within thirty years after the cause of action accrued.*—All actions on real, possessory, ancestral, and other actions for the recovery of lands.

Within twenty years.—All actions relative to the right of entry on lands; all actions on judgments in any court of record; and all actions of debt between merchants, concerning trade in merchandise.

Within sixteen years.—All actions on instruments under seal.

Within six years.—All actions for trespass; detinue, trover; replevin; for taking goods and chattels; actions of debt founded on contract; for arrearages of rent; on parole, demise; and of account.

Within three years.—All actions on open account.

Within two years.—All actions for trespass, assault, menace, battery, wounding, and imprisonment.

Within one year.—All actions for libel and slander.

All actions for forcible entry and detainer are barred by three years' adverse possession.

Writs of error to the Supreme Court of the State are limited to three years.

Wills may be contested by bill in chancery within five years from the time of probate.

The time of absence from the State is not computed.

Minors, married women, lunatics, and prisoners, have the same periods respectively after the removal of their disability.

MISSISSIPPI.—*Actions which must be commenced within ten years after the cause of action accrued.*.—All actions for the recovery of lands, and all actions on judgments of any court of record.

Within six years.—All actions on debts, covenants, arrearages of rent, founded on leases under seal, and all actions of debt on bills, obligations, and awards for the payment of money. All actions of trespass on land; of trespass, detinue, trover, and replevin; action of debt founded on any lending or contract without speciality; for arrearages of rent due on parole demise; and all actions of account.

Within two years.—All actions on account between retail merchants and consumers.

Within one year.—All actions for slander, assault, and battery.

Minors, married women, and lunatics, are entitled to the same periods of limitation, after the removal of their disability.

Absence from the State by parties liable to action is not computed.

LOUISIANA.—*Actions which must be commenced within thirty years after the cause of action accrued.*—All actions relative to the recovery of lands.

Within five years.—All actions on bills of exchange, and accounts between merchants relative to merchandise.

Within three years.—All actions for arrearages of rent, annuities, alimony, and hire of movables or immovables; for the payment of loaned money, salaries of overseers, clerks, secretaries, and school-teachers; and for the payment of physicians', surgeons', and apothecaries' bills.

Within one year.—All actions for slander; libel; trespass on leased premises; for delivery of merchandise on board vessels; for

damage sustained by merchandise on board of vessels; for monthly lessons by instructors; claims by innkeepers, and others, on account of board and lodging; all accounts between retail merchants and consumers; all claims by workmen, laborers, and servants; all claims by officers and sailors; and all bills for the supply of materials for the construction, equipment, and provisioning of vessels.

TEXAS.—*Actions which must be commenced within four years after the cause of action accrued.*—All actions for debt on contract, in writing; on all instruments under seal; and all accounts between merchants relative to merchandise.

Within two years.—All actions of trespass for injury to property; for taking away goods and chattels; open accounts; and accounts between retail merchants and consumers.

Within one year.—All actions for assault and battery, slander, and libel.

Minors, married women, lunatics, and prisoners, have the same periods, after the removal of their disability.

An acknowledgment to take a claim out of the statute of limitation must be in writing, and signed by the party to be charged.

ARKANSAS.—*Actions which must be commenced within ten years after the cause of action accrued.*—All actions of account between merchants concerning merchandise; actions on sealed instruments; judgments and decrees.

Within five years.—All actions on promissory notes and other instruments in writing, not under seal.

Within three years.—All actions of account between retail merchants and consumers; all actions on debts for labor, rent, trespass, and replevin.

Within one year.—All actions for libel and slander.

Non-residents are subject to the limitations equally with residents. When a debtor has absconded from another State into Arkansas, without the knowledge of his creditor, the latter may sue within the time limited, after he is apprised of such residence of the absconding debtor.

Minors, married women, lunatics, and prisoners, have the same periods, respectively, after their disability.

All acknowledgements to take a case out of the statute of limitations, or to bind a person for a debt contracted during his minority, must be in the handwriting of such person.

TENNESSEE.—*Actions which must be commenced within seven years after the cause of action accrued.*—All claims for the recovery of real estate.

Within three years.—All actions founded on accounts rendered, of debt for arrearages of rent, of debt on simple contract, and of

detinue, replevin, and trespass, either for goods and chattels, or upon land.

Within one year.—All actions of assault, battery, wounding, and imprisonment.

Within six months.—All actions for libel and slander.

Minors, married women, lunatics, and persons beyond seas, have the same periods, after their disability is removed.

KENTUCKY.—*Actions which must be commenced within fifteen years after the cause of action accrued.*—All actions on judgments and decrees of court.

Within ten years.—All actions on the official bonds of a Sheriff or other public officer, or his deputy; on the official bond of a personal representative, guardian, or committee; on bonds for appeals, attachments, injunctions, and orders for arrest, or for the delivery of property; on bonds for costs; on bonds for replevin; on bonds for sale and delivery, taken under an execution or warrant of distress: and on bonds to suspend sale or proceeding under a distress warrant or an execution.

Within five years.—All actions on simple bonds or contracts; for trespass on real estate; for taking, detaining, or injuring personal property; for recovering personal property; on bills of exchange, promissory notes, checks, drafts, and orders; accounts between merchants concerning trade in merchandise; and actions for relief on the ground of fraud.

Within one year.—All actions for injury to the person of plaintiff or his wife, child, ward, or servant, other than a slave; for malicious prosecution or arrest; for seduction or breach of promise of marriage; libel and slander; for the carelessness of Sheriff or his deputy; and for accounts between retail merchants and consumers.

OHIO.—*Actions which must be commenced within twenty-one years after the cause of action accrued.*—All actions for the recovery of real estate.

Within fifteen years.—All actions on specialty, agreements, contracts, or written promises.

Within six years.—All actions on contracts not in writing, express or implied, and on a liability by statute for a forfeiture or penalty.

Within four years.—All actions for trespass on real estate; for taking, detaining, or injuring personal property; for the recovery of personal property; and for relief on the ground of fraud.

Within one year.—All actions for libel, slander, assault, battery, malicious prosecution, and false imprisonment.

Minors, married women, lunatics, and prisoners, are entitled to the same periods, after their disability is removed.

Absence of defendant from the State, or the time during which he conceals himself to avoid process, is not computed in the limitation.

MICHIGAN.—*Actions which must be commenced within ten years after the cause of action accrued.*—All actions for the recovery of real estate, and actions founded on contracts, and instruments under seal.

Within six years.—All actions of debt founded on contract or liability not under seal; on judgments and decrees rendered in all courts other than those of any court of record of the State, or of any other State; for arrears of rent; actions founded on contract or liability, express or implied; of waste; replevin and trover, and all other actions for taking, detaining, or injuring goods or chattels.

Within two years.—All actions for trespass on land; assault and battery, false imprisonment, slander, and libel.

Minors, married women, lunatics, prisoners, or persons out of the United States, are entitled to the same periods, after their disability is removed.

In cases of open account, the cause of action accrues at the time of proof of the last item.

The foregoing limitations do not apply to notes issued as money by banks or money corporations.

When a party against whom there is a case of action is absent, or leaves the State, the time of such absence is not computed.

In actions on contract, no promise or acknowledgment shall take a case out of the statute, unless the same is made or contained by or in some writing.

INDIANA.—*Actions which must be commenced within ten years after the cause of action accrued.*—All actions for the recovery of land; actions on judgments rendered in any court of record of the State, or of any of the States or Territories of the United States; actions on bonds, notes, and contracts on specialty; and on bills, notes, and other evidences of debt, issued by banks or other moneyed corporations.

Within six years.—All actions of debt founded on contract or liability, express or implied; upon judgments rendered before a Justice of the Peace, or in any court not a court of record; for arrears of rent; for waste; trespass upon land; and actions of replevin, and for taking, detaining, and injuring goods.

Within three years.—All actions for assault, battery, and false imprisonment.

Within one year.—All actions for slander and libel.

In all actions of debt on open accounts, cause for action is deemed to have accrued at the time of the last item proved.

Absence from the State, of defendant, is not computed.

Minors, married women, lunatics, prisoners, and persons absent from the United States, may bring action within *one year* after their disability is removed.

ILLINOIS.—*Actions which must be commenced within twenty years after the cause accrued.*—All actions concerning the recovery of real estate; and on judgments rendered by any court of record.

Within sixteen years.—All actions for debt, or covenants for rent, founded on a lease under seal; and of debt founded on bills, promissory notes, written obligations, covenants of specialty, awards of arbitrators under seal, and on accounts between merchants relative to trade in merchandise. When any payment has been made upon such instruments, right of action commences from the time of such payment.

Within five years.—All actions of trespass on lands, trespass on personal property, and taking and injuring goods; for arrears of rent on parole demise; and of accounts between retail merchants and consumers.

Within two years.—All actions for assault, battery, wounding, imprisonment and malicious prosecution.

Within one year.—All actions for slander and libel.

Absence of defendant from the State is not included in the computation.

Minors, married women, lunatics, and persons absent from the State, may commence such actions within the terms prescribed, after the removal of their disability.

MISSOURI.—*Actions which must be commenced within twenty years after the cause of action accrued.*—All actions on bonds, judgments, and decrees.

Within ten years.—All actions founded on instruments under seal.

Within five years.—All actions for contracts, express or implied, and not under seal; on all liabilities created by statute, other than penalties or forfeitures; for trespass on real estate; for taking, detaining, or injuring goods; for the recovery of personal property; for criminal conversation, or other injury to the rights of persons; and all actions for relief on the ground of fraud, the cause accruing at the discovery of the fraud.

Within two years.—All actions for libel, assault, battery, false imprisonment, and for penalty or forfeiture to the State.

Within one year.—All actions against individuals by the State.

In cases of open account, the cause of action accrues at the time of the last item in the account on the adverse side.

Limitations apply to actions brought by the State, or for its benefit.

A promise in writing is necessary to revive an action barred by the statute.

Minors, married women, lunatics, and prisoners, have the same periods, respectively, after their disability is removed.

IOWA.—*Actions which must be commenced within twenty years after the cause of action accrued.*—All actions for the recovery of real estate. The judgment of any court of record may be revived after twenty years, by giving the defendant notice, and calling upon him to show cause why an action should not be commenced.

Within six years.—All actions of debt for rent or money founded upon covenant or lease; of debt on single or penal bills, promissory notes; on writings obligatory for the payment of money, or the delivery of property, or the performance of contracts, or on the award of arbitrators for the payment of money only; for the recovery of money or property on promises not under seal; and all actions on accounts between merchants on account of merchandise.

Within five years.—All actions of trespass on property; for taking, detaining, or injuring goods; for arrearages of rent promised by word of month; and for debts due on running accounts.

Within two years.—All actions for debts due on accounts between retail merchants and consumers.

Within one year.—All actions for trespass on personal property; for libel and slander; and for assault, battery, false imprisonment, and malicious prosecution.

The time of defendant's absence from the State is not computed in the limitation.

WISCONSIN.—*Actions which must be commenced within twenty years after the cause of action accrued.*—All actions for the recovery of real estate; all actions founded on judgments or decrees of courts of record, either in or out of the State.

Within six years.—All actions of debt founded on judgments or decrees of courts which are not courts of record; for arrears of rent; on contracts for money, express or implied; for waste; trespass on land; and for replevin, and all other actions for taking, detaining, or injuring goods.

Within two years.—All actions for assault, battery, malicious prosecution, false imprisonment, slander, and libel.

In all cases of open account, cause of action accrues at the time of proof of the last item.

Minors, married women, lunatics, and prisoners, have the same periods, respectively, after the removal of their disability.

CALIFORNIA.—*Actions which must be commenced within five years after the cause of action accrued.*—All actions for the recovery of real estate; and all actions on judgments or decrees of courts in the State, or in any of the United States or Territories.

Within four years.—All actions founded on contracts, obligations, or liabilities, in writing.

Within three years.—All actions founded on liabilities, other than penalties or forfeitures; for trespass upon real estate; for taking, detaining, or injuring goods or chattels; for the recovery of personal property; for relief on the ground of fraud; the cause of action accruing upon the discovery of the fraud.

Within two years.—All actions on contracts, obligations, or liabilities, not founded on instruments in writing.

Within one year.—All actions founded on penalties or forfeitures; for libel, slander, assault, battery, or false imprisonment; and for accounts between retail merchants and consumers.

In all cases of open and mutual account, the cause of action accrues from the time of the last item proved.

Minors, married women, lunatics, and prisoners, are entitled to the same periods, respectively, after the removal of their disability.

No promise or acknowledgment shall be sufficient evidence of a new or continuing contract, whereby to take the case out of the statute, unless the same be in writing, and signed by the party to be charged.

MINNESOTA.—*Actions which must be commenced within twenty years after the cause of action accrued.*—All actions for the recovery of real estate.

Within ten years.—All actions upon a judgment or decree of a court of the United States, or of any State or territory of the United States.

Within six years.—All actions upon contracts or other obligations, expressed or implied, excepting those mentioned in the last preceding section; all actions for trespass upon real property; all actions for taking, detaining, and injuring personal property, including actions for the specific recovery thereof; all actions for criminal conversation, or for any other injury to the person or rights of another, not arising on obligation, and not hereinafter enumerated. All actions for relief, or on the ground of fraud; the cause of action in such cases not to be deemed to have accrued until the discovery by the aggrieved party of the facts constituting the fraud.

Within three years.—All actions against a sheriff, coroner, or constable, upon the liability by the doing of an act in their official capacity, or by the omission of their official duty, including the failure to pay moneys collected upon an execution.

Within two years.—All actions for libel, slander, assault, battery, or false imprisonment.

Within one year.—All actions against a sheriff, or other officer, for the escape of a person arrested or imprisoned by a civil process; all actions brought to recover the balance due upon a mutual,

open, and current account, the cause of action accrues at the time of proof of the last item.

OREGON.—*Actions which must be commenced within twenty years.*—All actions for the recovery of real property, and for the possession thereof.

Within ten years.—All actions upon a judgment or decree of any court of the United States, or territories of the United States, and all actions upon a sealed instrument.

Within six years.—All actions upon a contract or liability, express or implied, excepting those mentioned above; all actions for waste or trespass upon real property; all actions for taking, detaining or injuring personal property, including an action for the specific recovery thereof; all actions for criminal conversation, or for any other injury to the person or rights of another, not hereinafter enumerated. All actions for relief on the ground of fraud, where the aggrieved party has discovered the facts constituting the fraud.

Within three years.—All actions against a sheriff, coroner, or constable, upon a liability incurred by the doing of an act in his official capacity, and in virtue of his office. All actions upon a statute, for penalty and forfeiture, where the action is given to the party aggrieved, except where the statute imposing it prescribes a different limitation.

Within two years.—All actions for libel, slander, assault, battery, or false imprisonment; all actions upon a statute for a forfeiture or penalty to the State.

Within one year.—All actions against a sheriff or other officer, for the escape of a prisoner arrested on civil process; all actions to recover a balance due upon a mutual, open, and current account, from the time of the last item proved in the account on either side.

NEBRASKA.—*Actions which must be commenced within twenty-one years.*—All actions for the recovery of the title, or possession of lands, tenements or hereditaments, can only be brought within twenty-one years after the cause of such actions shall have accrued.

Within fifteen years.—All civil actions, other than for the recovery of real property, such as actions upon a specialty, or any agreement, contract, or promise in writing.

Within six years.—All actions upon a contract not in writing, express or implied; an action upon liability created by statute, other than a forfeiture or penalty.

Within four years.—Actions for trespass upon real property, actions for taking, detaining or injuring personal property, including actions for the specific recovery of personal property; actions for an injury to the rights of the plaintiff not arising on

contract, and not hereinafter enumerated; actions for relief on the ground of fraud; the cause of action in such case shall not be deemed to have accrued until the discovery of the fraud.

Within one year.—Actions upon a statute for the penalty or forfeiture.

WASHINGTON.—*Actions which must be brought within twenty years.*—All actions for the recovery of real estate, or for the recovery of the profession thereof.

Within six years.—All actions upon a judgment or decree of any court of the United States, or of any State or territory within the United States; all actions upon a contract in writing, or liability, express or implied, arising out of a written agreement; all actions for the rents and profits, or for the use and occupation of real estate.

Within three years.—All actions for waste or trespass upon real property; all actions for taking, detaining or injuring personal property, including actions for the specific recovery thereof, or for any other injury to the person or rights of another, not hereinafter enumerated; actions upon all contracts, express or implied, which are not in writing, and do not arise out of any written instrument; all actions for relief upon the ground of fraud, the cause of action in such case not to be deemed to have accrued until the discovery by the aggrieved party of the facts constituting the fraud; all actions against a sheriff, coroner or constable, for non-payment of money collected upon an execution; all actions for seductions and breach of marriage contract.

Within one year.—All actions for libel, slander, assault, assault and battery, and false imprisonment; all actions upon a statute for a forfeiture or penalty to the territory; all actions for relief, not hereinbefore provided for, shall be commenced within two years after the cause of action shall have accrued. In all actions brought to recover a balance due upon a mutual, open, and current account, the cause of action shall be deemed to have accrued from the time of the lsst item, proved in the account on either side.

LIEN LAWS

OF THE DIFFERENT STATES.

MAINE.—All mechanics working on a vessel finished, or [illegible] stocks, shall have a lien on such vessel until four days after such vessel is launched and ready for sailing, and may secure the same by an attachment, which takes precedence of all other attachments

Any person performing labor, or furnishing materials for erecting, altering, or repairing any house or other building, by order of the owner thereof, shall have a lien upon the same for ninety days from the time such payments become due, to secure the payment for such labor or materials. He may secure the same by an attachment, which takes precedence of all other attachments.

NEW-HAMPSHIRE.----Any person performing labor on a building, or furnishing materials for the construction, repairing, or altering the same, shall have a lien thereon for the space of thirty days, after the payment of said labor or materials shall become due for such contracts, providing the order or contract for the same is in writing, and a true copy thereof left with the Town Clerk. Such lien may be secured by an attachment, which shall have precedence of all other attachments, except there be a prior mortgage on the land on which the house is situate, in which case the prior mortgage has the preference.

Any person furnishing labor or materials for the construction, altering, or repairing of a vessel, shall have a lien therefor on such vessel for the space of four days after such vessel is finished. This lien may be secured by an attachment, which shall take precedence of all other attachments, except a lien for mariners' wages.

VERMONT.—Any person furnishing labor or materials for the construction, altering or repairing of any vessel, shall have a lien on the same until four days after the vessel is completed.

Any person furnishing labor or materials for the construction, altering or repairing of any building, shall have a lien upon the same, as well as upon the lot on which it stands, for the term of ninety days after its completion.

In both cases, the lien may be secured by an attachment, which shall take precedence of all other attachments.

MASSACHUSETTS.----Any person furnishing labor or materials for constructing, repairing, altering or equipping any vessel, shall have a lien therefor upon the same, and such lien shall take precedence of all other liens except mariners' wages. When, however, the vessel departs from the port where the debt was contracted, to some other port within the State, such debt shall cease to be lien at the expiration of twenty days from her departure; and in all cases such debts shall cease to be a lien after the vessel shall have arrived at any port out of the State.

Any person who shall actually perform labor in erecting, altering or repairing any building or structure upon real estate, or shall furnish materials actually used for the same, by virtue of any agreement with, or consent of the owner thereof, or other person having authority or acting for such owner to procure labor or fur-

nish materials in his behalf, shall have a lien upon such building or structure, and upon the interest of the owner of the building and structure, in the lot of land upon which the same is situated, to secure the payment of the amount due to him for such labor or materials. Such lien shall be dissolved unless the person who may desire to avail himself thereof shall, within *twenty days* after he shall cease to labor on, or furnish materials for such building or structure, file in the office of the clerk of the city or town in which the same is situated, a statement of a just and true account of the amount due to him, with all just credits given, together with a description of the property intended to be covered by the lien, sufficiently accurate for identification, with the name of the owner or owners of the property, if known, which certificate shall be subscribed and sworn to by the person claiming the lien, or by some one in his behalf. Such lien shall be dissolved at the expiration of *thirty days* from the day it is recorded, unless suit shall have been commenced within that time for the amount of the debt.

In a case where a number of persons have performed labor on a vessel or building, they may all join in the same petition for their respective liens, and the same proceedings shall be had in regard to the rights of each as if he had petitioned for his individual lien.

Such liens may be enforced by a petition to the Court of Common Pleas for the county where the property to which the lien attaches is situate.

Rhode Island.—Any person furnishing labor or materials for constructing, altering or repairing, on written contract with the owner or his agent, any building, canal, turnpike, railroad or other improvement, shall have therefor a lien, which shall take precedence of all subsequent liens; the building, or other improvement, as the case may be, and the land on which it is situate, standing pledged for the debt for the term of four months from the completion of the work, when it shall cease, unless legal action be previously taken to enforce payment of the debt. Persons performing labor on such building, or other improvement, can have no lien upon the same, unless he shall, within thirty days after commencing the work, give notice in writing to the owner of the property that he has commenced the work, and that he designs to claim the benefit of the lien created by this act. But this lien will cease at the expiration of four months from the serving of such notice, unless legal action shall be previously taken to enforce the payment of the claim.

Connecticut.—Any person furnishing labor or materials for the construction of any building, alterations or repairs, exceeding the sum of two hundred dollars shall have a lien on such build-

ing, and on the land on which it is situate ; and such lien shall take precedence of all subsequent liens, and the premises so held shall be liable to foreclosure by such person, as if held by a mortgage. Such lien may remain for sixty days, when it shall cease, unless the person holding it shall previously have lodged with the Town Clerk a written certificate of the amount of his claim, the date of the commencement of the same, and an intelligible description of the premises against which it is held. This certificate shall be recorded by the Town Clerk with deeds of land. This lien is good against all subsequent claims by other parties.

New-York.—Any person performing labor, furnishing materials for constructing, altering, repairing, supplying stores for provisioning, or providing persons to watch at night while in port, any vessel, shall have a lien therefor on such vessel : and such lien shall have a preference to all others except those for mariners' wages. When the ship shall have left the port where such debt was contracted for some other port in the State, such debt shall cease to be a lien at the expiration of twelve days after her departure : and in in every instance such lien shall cease after the vessel shall have left the State.

When a ship or vessel shall depart from the port to which she was when the said debt was contracted, such debt shall cease to be a lien at the expiration of sixty days after the return of such vessel to such port, and in all cases such lien shall cease immediately after the vessel shall leave such port, unless the person having such lien shall, within ten days after such departure, cause to be drawn up specifications of his lien, the correctness of which to be sworn to by such person, his agent, or his legal representatives, and filed in the County Clerk's office, of the county in which such lien shall be created, except that said specification of lien upon any ship or vessel navigating the lakes, or either of them, or the navigable waters connecting the same, need not be filed until sixty days after such ship or vessel shall have left said port, for the first time after contracting said debt, or any part thereof, and that such lien shall continue in full force for six months, from and after the time of such filing.

Any person furnishing labor or materials for constructing, altering, or repairing any building, shall have a lien therefor to the value of the sum agreed to upon the same, to the extent of the right, title, and interest in, of, and to the same, by the party employing him ; provided the person furnishing such labor or materials shall cause to be drawn up, and deposit in the hands of the County Clerk, specifications of the work contracted to be performed, or materials to be furnished, and stating the price or prices agreed to be paid therefor. This lien shall take effect from

the time of depositing the same in the office of the County Clerk, and shall continue in force for the term of twelve months. Any owner, contractor, or laborer, holding such lien, may enforce or bring the same to a close by serving or causing to be served a notice to the owner personally, requiring him to appear in the Court of Common Pleas of the county, or in a Justice's Court of the city or village in which the property is situate, at a certain date within twenty days of the service of such notice, and submit to a settlement in such court of the amount claimed to be due. Within ten days after the service of such notice, a bill of particulars of the amount claimed to be due shall be served personally on such owner, together with a notice to produce a bill of particulars of any offset which may be claimed to the same within ten days thereafter, which shall be served in like manner.

Any laborer performing such labor for a contractor may, within thirty days after such labor has been performed, and claiming to have a lien therefor, produce and deliver to the owner or his agent a statement in writing, signed by himself and the said contractor, specifying how much is due to such person for such labor done; or in default of so doing, shall take the necessary proceedings against such contractor to procure a settlement of the amount due. The amount so ascertained to be due shall be paid by the owner, and the same shall be deemed to be a payment by the owner on the contract made with such owner or his agent.

In the city of New-York, any person who shall, for a contractor, perform labor on any building, shall have a lien therefor on the same, and on the lot on which the building is situate, to the amount of his claim; and after such labor has been performed, he may serve, or cause to be served, on the owner thereof a bill of particulars, stating the amount of his claim, and also at the same time, or within fifteen days thereafter, a notice requiring the owner to serve on said laborer a bill of particulars of any offset which he may have against the same. Should the owner pay no attention to this, the laborer's lien upon the said building and lot will be good against all subsequent claims by others. Within six months after the performance of his labor, the laborer may serve a written notice upon the County Clerk, specifying the amount of the claim, the person against whom the claim is made, the name of the owner of the property, and the street and number of the same. The laborer may then serve, or cause to be served, upon the owner a notice requiring him to appear in the Court of Common Pleas, or in case the amount should not exceed one hundred dollars, in a Justice's Court of the judicial district in which the property is situated, at a certain time specified in such notice, not less than twenty days from the service thereof, and submit to a settlement before such court of the amount due or claimed to be due. Should the owner not appear at the time and place specified, then, on

filing with the County Clerk, or the Clerk of the Marine Court, or with the Justice, an affidavit of the service of such notice, and of the default of the owner to appear, a writ of inquiry may be issued to the Sheriff of said city, to assess the amount of such claim; and upon the return of the writ of inquiry, judgment shall be entered upon the same, and execution shall issue for the enforcement of such claim, in the same manner as in cases upon other judgments in such courts.

New-Jersey.—Any person furnishing labor or materials for constructing, altering or repairing any building, has a lien therefor upon the same. To render this lien valid, such person must draw up specifications of the work contracted to be performed or materials to be furnished, and stating the price or prices agreed to be paid therefor, and file them, or, if there be a written contract, a true copy thereof, in the office of the County Clerk, and serve a notice thereof personally on such owner or his agent within fifteen days after making such contract, or after furnishing such labor or materials. The lien takes effect from the time of filing such specification and the service of the notice, and remains in force for two months after the completion of the building; previous to the expiration of which term the lien-holder must commence legal proceedings against the owner of the property to enforce payment of the claim. The lien holds the building and the lot on which the same may stand.

When a contracter refuses to pay any workman employed by him to perform labor on such building, or on the grounds connected therewith, such workman may give a written notice of such refusal to the owner of the property, together with a statement of the amount due and demanded; on receipt of which notice the owner is authorized to pay the amount to the workman, and to retain the same out of the sum due the contractor. When a number of workmen thus present their claims to the owner, the aggregate of such claims must not exceed the amount of the contract. In case the owner should refuse to pay their claims, then the building may be sold for the same; but if the building should not sell for a sum sufficient to pay such claims, then the same shall be averaged, and each creditor be paid a sum proportional to his demand. Action preparatory to the sale must be instituted within one year from the time the work is done or the materials furnished

Pennsylvania.—Any person furnishing labor or materials for constructing, altering or repairing any building, has a lien therefor on the same, and also on the land for the purposes of the building. This lien takes precedence of all that may subsequently attach. To enforce it, a statement of the claim and of the agreement on which it is founded must be filed in the office of the Prothonotary (Clerk) of the Court of Common Pleas, in the county where the

property is situate. If this statement be not so filed, the lien will continue only six months. If it be filed, the lien will remain in force five years from the date of such filing, when it may be renewed by giving the owner notice of the lien-holder's intention to make an application to that effect.

Delaware.—Any person furnishing labor or materials for constructing, altering or repairing any building, has a lien thereon to the agreed-upon amount of his claim. This lien takes precedence of all subsequent attachments. To enforce it, the lien-holder must notify the owner thereof of the sum claimed by him to be due, and also of his intention to claim the benefit of such lien. The owner is authorized, on proof of the correctness of the claim, to pay the amount, and to deduct the same from what is due by him to the contractor.

Maryland.—Any person furnishing labor or materials for constructing, altering or repairing a building has a lien therefor upon the same, and also takes the land necessarily connected therewith. This lien takes precedence of all others that may subsequently attach. It may be enforced by serving, or causing to be served on the owner of the property or his legal representative, within thirty days after the performance of such labor or furnishing such materials, a specification of the work done or the materials furnished, and stating the price or prices agreed to be paid therefor, together with a notice of his intention to claim the benefit of such lien. If a copy of this statement be filed in the Clerk's office of the county, the lien takes effect from the time of such filing, and remains in force the term of six months, when it expires, unless legal action is previously instituted to secure the collection of the debt.

[☞ This law applies only to Baltimore and a few other counties. Lien laws have been enacted for the other counties, but they are changed so frequently, that to insert any or all of them would be useless, and most probably prove a source of loss to those who should place any reliance upon them in case of actions.]

Virginia.—Any person furnishing labor or materials for the construction of a building has a lien therefor, both on building and the land connected therewith. This lien is lost at the expiration of six months, if the lien-holder fails to commence an action for the amount of the claim previous to the end of such term. If the necessary action be commenced, and the lien be established, the court is authorized to order a sale of the owner's interest in the house and land to satisfy the claim of the contractor.

North Carolina.—Any person constructing, altering or repairing any building under a written contract, signed in the presence of two attesting witnesses, shall, upon filing such contract in a

court of record, have a legal lien upon such building for the term of three years after the term of such filing. But such lien will not impair or take precedence of any prior lien, nor remain in force longer than the time specified, unless process shall be previously taken to enforce payment of the debt.

South Carolina.—Any person constructing, altering, repairing or furnishing materials for any building, shall have a lien therefor on the same. But an agreement, specifying the particulars of the work to be done or the materials to be furnished, and a general description of the premises, and signed by the parties to the contract and the owner of the property, in the presence of one or more attesting witnesses, must be filed in the office of the Register of mesne conveyances for the district in which the property is situate. The lien is in force for the term of three years from the filing of such statement.

Georgia.—All persons furnishing wood, provisions, labor or materials for the construction of vessels of any kind, shall have a lien therefor on the same, if they institute legal proceedings for the collection of their claims any time within twelve months after their claims are due.

Any person constructing, altering, or repairing any building, shall have a lien therefor on the same, if he, any time within three months of the completion of the building, shall file a bill of particulars of his claim in the Clerk's office of the county where the property is situate. To enforce his lien, he must institute a suit against the owner of the property for the amount of his claim, within twelve months from the time the debt is due.

Any machinist who may furnish or put up, in any county in this State, any steam mill or other machinery, or who may repair the same, shall be entitled to the same lien on such machinery and the premises, to which the same may be attached, and may enforce such lien in the same manner, and with like benefits, privileges and restrictions, as is extended to masons and carpenters.

Texas.—Any person furnishing labor or materials for constructing, altering, or repairing of any building, shall have a lien therefor, of the nature of a mortgage, on the same, and also on the land on which the building shall stand, until the amount due for such services or materials shall be fully paid. The contract for such labor or materials, or a true copy thereof, must be recorded in the Clerk's office of the county where the property is situate, within thirty days after such contract is made.

Any person performing labor on such building, or the grounds necessarily connected therewith, for a delinquent contractor, may present an attested statement of the value of such labor to the owner of the property, who is authorized by statute to pay the

amount, and to deduct the same from what may be due the contractor. [Incorporated cities are exempt from the operation of this law.]

FLORIDA.—Any person furnishing labor or materials for constructing, altering, or repairing a building, shall have a lien upon the same until the amount agreed upon by the parties is fully paid. To enforce the claim, it is necessary to file in the Clerk's office of the Circuit Court of the county in which the property is situate, and within six months after the work has been performed, or the materials furnished, a true account of what is due him after all credits, and verify it by his own oath, or that of some other person, and also record at the same time a correct description of the property charged with such lien. The necessary land connected with the building shall also be subject to said lien. Laborers also have each a lien upon such building and land, to the agreed-upon amount of their respective demands.

All persons furnishing materials for constructing, or stores for provisioning, or performing labor or service of any kind upon any kind of vessel, shall have a lien therefor on the same: which lien shall take precedence of all others, provided suit is brought to enforce the same within twenty days from the time when such lien accrued.

ALABAMA.—Any person who shall furnish labor, materials, or stores for any vessel, by order of the master or captain of the same, shall have a lien on such vessel for the same. To enforce this lien, the party must institute an action against the vessel for the amount of his claim, within thirty days from the time when the lien accrued.

Any person contracting to put up any building, shall have a lien upon such building, and on the land connected therewith, until the amount specified in the contract is fully paid. To enforce such lien, the contract, or an attested copy thereof, must be recorded in the office of the Clerk of the County Court, within thirty days after the completion of the building.

MISSISSIPPI.—Any person furnishing labor or materials for constructing, altering, or repairing any building, on written contract, shall have a lien therefor upon the same. To enforce such lien, he must have the contract, or a true copy thereof, recorded in the Clerk's office of the Court of Probates of the county. Where there is no written contract, and the claim is held for labor performed, or materials furnished by order of the contractor, then the party so laboring on such building, or furnishing materials for the same, shall, within thirty days after commencing such labor, or furnishing such materials, serve on the owner of the property a statement or bill of particulars of his claim. To enforce the lien,

an action for the recovery of the claim must be instituted within six months from the time the lien accrues.

LOUISIANA.—Any person laboring, furnishing labor, or supplying materials for constructing, altering, or repairing any building, has a lien therefor on the same. If the claim is over five hundred dollars, and founded on a written contract, the latter, or an attested copy thereof, must be filed in the Clerk's office of the parish (county) where the property is situate, within thirty days after the date of such contract. If the claim be less than five hundred dollars, and is not founded on labor done, or materials furnished, on a written contract, the lien is equally good, but only for six months, when it becomes lost unless the holder shall have previously commenced an action for the recovery of his claim. If, however, the order for the labor or materials is from the contractor, and he—the contractor—shall have been paid by the owner according to contract, then no action for the recovery of the debt can be instituted against the owner, who has already paid. But if the owner shall not have paid the contractor, then the moneys due the contractor may be seized for the benefit of the lien-holders.

Workmen on any vessel have a lien for all moneys due them for labor on the same, whether the order for such labor is in writing or not; but such lien is lost if they allow the vessel to leave port without enforcing the lien by an action. All claims and contracts for labor or materials furnished must, to enforce a lien, be filed in the office of the Recorder of Mortgages.

ARKANSAS.—Any person laboring, or furnishing labor or materials for constructing, altering, or repairing any building, to the amount of one hundred dollars, has a lien therefor upon the same. To legalize the lien, the lien-holder must file with the Clerk of the Circuit Court of the county where the property is situate, a correct, attested account of his claim, within three months after the labor performed and the materials furnished. The lien extends both to the building and the land connected therewith, provided such land does not exceed two acres. The lien will continue in force only one year after the completion of the building, unless an action be instituted to enforce it.

TENNESSEE.—Any person laboring, or furnishing labor or materials for constructing, altering, or repairing any building, or any machinist who may furnish or repair machinery, shall have a lien therefor upon the same, for the term of one year after the performance or furnishing of such labor or materials, and till the decision of any suit that may be instituted within that term, on account of such lien. To legalize such lien, however, a written notice of the lien-holder's claim, duly verified, must first be given

to the owner of the property, or his legal representative, at the time the work is begun, or the materials furnished.

Any person laboring on, or furnishing materials for constructing, altering, fitting, or repairing, or stores for provisioning, any vessel, shall have a lien therefor on the same. But to legalize such lien, the lien-holder must institute an action for the amount of his claim within three months from the time when the services are rendered, the materials furnished, or the stores supplied.

KENTUCKY.—The lien enactments of this State, like those of Maryland, are varied and incomplete, and permanent only in certain localities and counties. In the towns of Bowling-Green, Brandenburgh, Covington, Frankfort, Hickman, Lexington, Louisville, Maysville, Newport, Owensboro', Paducah, Russellville, and Smithland, and the counties of Calloway, Jefferson, and Marshall, any person laboring, or furnishing materials for constructing, altering, or repairing any building, has a lien therefor upon the same, and on the land necessarily connected therewith. To render the lien binding, however, he must file the particulars and amount of his claim, and also an intelligible description of the property, and its location, in the Clerk's office of the county where the same is situate, within six months from the time when such labor is performed or furnished, or such materials furnished. In Paducah, and some other of the above-named towns, the lien may be enforced by instituting a suit for the amount of the claim, any time within twelve months.

OHIO.—Any person laboring on, or furnishing labor or materials for constructing, altering, or repairing any building, shall have a lien therefor on the same, and on the land necessarily connected therewith. To bind the lien, he, within four months from the performance of such labor, or delivery of such materials, must deliver to the owner of the building an attested statement of the particulars of the claim remaining unpaid; whereupon, if the account be that of a mechanic or laborer, the owner is authorized to pay the amount, and to deduct the same from what may be owing by him to the contractor. Should the owner fail or refuse to pay the account, or should the statement be that of a contractor, or sub-contractor, the correctness of the claim, and the fact of the refusal or failure of the owner to pay it, must be sworn to before a magistrate, and the account and affidavits then filed in the office of the Recorder of the county, when the lien shall remain upon the said building and land for the term of two years from the commencement of such labor, or the furnishing of such labor or materials. Any suit brought within said two years, will continue said lien till the rendering of judgment.

MICHIGAN.—Any person furnishing labor or materials for constructing, altering, or repairing any building, shall have a lien therefor on the same when such labor is done, or the materials furnished, under a written contract, signed by the owner or his agent, and the contract recorded in the Clerk's office of the county where the property is situate. The lien ceases at the expiration of six months, unless a suit shall previously be commenced to enforce it.

INDIANA.—Any person laboring, or furnishing labor or materials for constructing, altering, or repairing any building, shall have a lien therefor upon the same. Any sub-contractor or laborer may notify the owner of the property of their claim, whereupon the owner shall become liable for the same, provided he, at the time of receiving such notice, shall be indebted to the contractor to that amount; if not, then to the amount to which he is indebted to the contractor. After the service of such notice upon the owner, and sixty days subsequent to the completion of the building, alteration, or repairs, or the furnishing of the supplies, the lien-holder must file a notice of his intention to claim the benefit of the lien on said property, together with a bill of particulars of the debt, in the Recorder's office of the county in which the property lies.

Any person laboring on, or furnishing labor or materials for constructing, altering, or repairing, or stores for provisioning, or wood or coal for fuel, for any vessel, shall have a lien therefor, on the same; and such lien shall take precedence of all subsequent claims whatsoever, except mariners' wages.

ILLINOIS.—Any person laboring on, or furnishing labor or materials for constructing, repairing, or altering any building, shall have a lien therefor on the same, and on the lot or tract of land on which the building shall stand. To bind such lien, a suit must be instituted within six months from the date when the last payment is due. Landlords have a lien also on all crops of a tenant, whether such crops be already grown, or in course of growth, for unpaid rent.

MISSOURI.—Any person laboring on, or furnishing labor or materials for constructing, altering, or repairing, any building, shall have a lien therefor upon the same, and also upon the land necessarily connected therewith, provided such land shall not exceed five hundred square feet. Contractors must file an attested account of their claim against the owner, and an intelligible description of the property, in the Circuit Court of the county, within six months after the work is done, or the materials furnished. Sub-contractors must notify the owner of their intention to furnish labor or materials, and the probable cost of the same; and after settling the agreed-upon amount with the contractor, must, within ten

days from the time of furnishing the labor or materials, file a copy of such settlement, and a correct description of the property charged within the lien, in the Circuit Court of the county in which such property is situate. Such lien binds the property for the term of twelve months after the completion of the building, when it expires, unless a suit be previously commenced to enforce payment of the debt. The owner is not at liberty to settle with the contractor until the sub-contractor's liens are satisfied and discharged.

Iowa.—Any person furnishing labor or materials for constructing, altering, or repairing any building, by agreement with the owner thereof, or with the lessee of the land with the owner's knowledge and consent, shall have a lien therefor upon the same, and also upon so much of the land necessarily connected therewith as cannot be sold so as to avoid such lien. Suit must be instituted for the amount of the lien within twelve months from the time of payment specified in the contract. If the suit be brought in the District Court, it must be by bill or petition, describing the nature and particulars of the contract, and the character and location of the property. The execution in a suit of this kind must levy only upon the property specified, as no other property of defendant is liable for the payment of such judgment. By a law of the State, miners have a lien upon a sufficient quantity of mineral to pay any just demand for labor performed upon it.

Wisconsin.—Any person laboring on, or furnishing materials for constructing, repairing, or altering any building, or upon all machinery put up or repaired, shall have a lien upon the same, and also upon the land attached thereto, for the term of twelve months, provided such land shall not exceed forty acres, or if within the limits of any city, town, or village plot, one acre; and such lien shall have precedence of all other liens subsequent to the construction, alteration, or repairing of such building. Sub-contractors are required to notify the owner within thirty days after performing such labor or furnishing such materials to said owner, or their lien upon the same will be lost.

California.—Any person performing or furnishing labor or materials for constructing, altering, or repairing any wharf or building, shall have a lien therefor upon the same. Sub-contractors, mechanics, and laborers must notify the owner or owners in writing of the particulars of their claims, and that they hold said owner or owners liable for the same; and the owner or owners are made responsible for such claims, provided said owner or owners are indebted to the employer to the stated amount; if not, then to the amount to which said owner or owners shall be indebted to the employer at the time of service of such notice.

When this notice shall have been served, the sub-contractor, mechanic, or laborer shall present to his employer a copy of such notice for his endorsement. If the employer endorse, then the owner or owners shall pay the same, if the latter stand indebted to him to that amount; if not, then to the amount due to said employer at the time the notice was served. If the owner or owners fail to pay, the sub-contractor, mechanic, or laborer may, within thirty days after the service of the notice, commence a suit to enforce his lien. Should the employer refuse to endorse the claim, the sub-contractor, mechanic, or laborer shall lose his lien, unless he shall, within thirty days after the service of the notice, commence an action against the employer to establish the claim. If he obtain judgment against his employer, he shall lose his lien for the amount thereof, unless, within thirty days thereafter, he shall commence an action against the owner or owners for the amount of the judgment, if such amount be then due from the owner or owners to the employer; if not, then he shall file a notice of said claim and judgment in the Recorder's office of the county in which the property is situate, and shall commence his action against the owner or owners within thirty days after the money is due from the owner or owners to the employer. The owner or owners may set-off the amount of the judgment in any action brought against said owner or owners by the contractor or person otherwise entitled to recover the same under the contract. The land set out, at the time of the contract, for the use of the building, shall also be subject to the lien.

Any mechanic who shall make, alter, or repair any article of personal property, at the request of the owner or owners thereof, shall have a lien therefor upon the same, and may retain possession of the same till the price agreed upon for making, altering, or repairing such article shall be paid; and if not paid within two months, he may sell the same at public auction, after giving three weeks' notice by advertisement in some newspaper published in the county: if there be no newspaper, then by posting up notices of such sale in three of the most public places in the town where the article was made, altered, or repaired. The proceeds of such sale shall go, first, to the discharge of such lien, and the costs of keeping the same; and, secondly, the remainder, if any, shall be paid over to the owner or owners thereof.

Minnesota.—Any person laboring on, or furnishing labor or materials for constructing, altering, or repairing, any dwelling-house or other building, shall have a lien upon the same, and also upon the land attached thereto, for the term of twelve months, provided such land shall not exceed forty acres; or if within the limits of any city, town, or village plot, one acre; and such lien shall have precedence of all other liens subsequent to the construction, alteration or repairing of such building. The debt for

services or materials, as aforesaid, shall not remain a lien on such land or building, for a longer period than sixty days after the person performing such services, or furnishing such materials, has ceased so to do, unless he shall lodge with the Register of Deeds of the county in which said building is situated, a certificate in writing, describing the premises, the amount claimed as a lien thereon, and the date of the commencement of the claim, which certificate shall be recorded by the Register of Deeds. Nor shall the debt for services or material, as aforesaid, remain a lien on such land or building, for a longer period than one year after such certificate in writing has been so lodged with the Register of Deeds, unless an action for the recovery thereof be instituted within the said year. The plaintiff may, at any time after filing his certificate as above provided, serve a summons and notice on the defendant, and proceed to judgment as in other actions, but the lien hereby created shall cease to exist after the expiration of one year from the time the labor was performed, or the materials furnished, unless a summons be issued and served within that time.

OREGON.—Any person who shall, by virtue of any contract with the owner of any building, or with the agent of such owner, perform any labor upon, or furnish any materials, engine, or machinery for the construction or repairing of such building, shall, upon filing a notice in the Recorder's office of the county in which such building is situated, at any time within three months after the completion of such building or repairs, stating his intention to hold a lien upon such building for the amount due, or to become due, specifically setting forth such amount, and containing a description of the building upon which the labor was performed, or for which the materials, engine, and machinery were furnished, such lien shall cease to exist at the expiration of one year after the completion of the building or repairs, unless before that time an action to enforce the same shall have been commenced in the district court of the county in which the premises are situated, by the person having such lien, against the owner with whom, or with whose agent, the contract was made, unless such claim be not due at the expiration of one year after such completion, in which case the action shall be commenced within three months after the same shall have become due. Such lien against any building shall also extend to the lot of ground upon which such building is erected, not exceeding one half of an acre in extent, if the land shall have been, at the time of erecting such building, the property of the person who shall have caused the same to be erected.

Every boat or vessel used in navigating the waters of this State and Territory, shall be liable and subject to a lien for wages due to persons employed, for work done or services rendered on board

of such boat or vessel; for all debts contracted by the master, owner, agent, or consignee thereof, on account of labor done, or materials furnished by mechanics, tradesmen or others, in the building, repairing, fitting out, furnishing, or equipping such boat or vessel, or on account of stores and supplies furnished for the use thereof; for all sums due for wharfage, anchorage, or towage of such boats or vessels; and such lien shall have precedence of all other liens and claims against such boat or vessel; all actions against a boat or vessel, shall be commenced within one year after the cause of action shall have accrued.

District of Columbia.—There is a conditional lien law on buildings in the city of Washington which enacts, that for all sums due and owing on written contracts, for the building of any house in the said city, or the brick work, or carpenter or joiners' work thereon, the undertaker or workmen employed by the person for whose use the house shall be built, shall have a lien on the house and the ground on which the same is erected, as well as for the materials found by him: provided the said written contract shall have been acknowledged before one of the Commissioners, a Justic of the Peace, or an alderman of the Corporation of Georgetown, and recorded in the office of the clerk for recording deeds, within six calendar months from the time of acknowledgment as aforesaid; and if within two years after the last of the work is done, he proceeds in equity, he shall have remedy as upon a mortgage, or if he proceeds at law within the same time he may have execution against the house and land, in whose hands soever the same may be; but this remedy shall be considered as additional only; nor shall, as to the land, take place of any legal incumbrance made prior to the commencement of such claim.

Nebraska.—Any person who shall perform any labor, or furnish any material or machinery, for the erection, reparation, or removal of any house, mill, manufactory, or other building, or appurtenance, by virtue of a contract or agreement, expressed or implied, with the owner thereof or his agent, shall have a lien to secure the payment of the same, upon such house, mill, manufactory, or other buildings or appurtenance, and the lot of land on which the same shall stand.

Any person or persons entitled to a lien under this act shall make an account in writing of the items of labor, skill, machinery, and material furnished, or either of them, as the case may be, and after making oath thereto shall, within four months from the time of performing such labor and skill, or furnishing such machinery and material, file the same in the Recorder's office of the county in which such labor, skill and materials shall have been furnished, and when thus recorded, it shall, for two years after the completion of such labor, or the furnishing of such materials, operate as

a lien on the several descriptions of structures and buildings, and the lots on which they stand.

WASHINGTON.—All mechanics, and all persons performing labor, or furnishing materials for the construction or repair of any building, may have a lien, separately or jointly, upon the building which they may have constructed or repaired, or upon any building, mill, or other manufactory, for which they may have furnished materials of any description, and on the interest of the owner in the lot or land on which it stands, to the extent of the value of any labor done, or materials furnished or for both, when the amount shall exceed fifty dollars; such lien shall be filed in the Recorder's office of the county in which such building is situated, at any time within sixty days after the completion of such building or repairs; and such lien may remain in force, by filing a complaint in the district court of the county, at any time within one year from the completion of the work, or furnishing materials; or, if a credit be given, from the expiration of the credit.

PEDLERS' LICENSE

TO SELL GOODS IN THE VARIOUS STATES.

LICENSES are good in most of the States for one year; though in many of them licenses can be taken out for six and even for three months, at the same pro-rata cost as if taken for a whole year. In California, however, a license is good only for one month.

Licences are not required to peddle farm or plantation produce, nor in most States, for books, charts, or stationary; nor yet for peddling any productions manufactured in the State; but for all the productions of other States or countries, a license must invariably be had.

NEW-YORK.—No person shall be authorized to travel from place to place, for the purpose of selling any wares, goods, or merchandise, of the growth, produce, or manufacture of a foreign country, unless he shall have obtained a license as a hawker and pedler. This license may be obtained of the Secretary of State, on a statement in writing of the manner in which the applicant designs to travel: if on foot, the sum of twenty dollars for one year's license; if to carry his goods with a single horse or other beast, thirty dollars; if with any vehicle drawn by more than one horse, fifty dollars; which several sums shall be reduced proportionably, any shorter term not less than six months.

Any public officer or citizen may demand of any hawker or pedler to produce his license; and if the hawker or pedler refuse, such officer or citizen may arrest him without any further warrant, and convey him before a magistrate, who may fine him in the sum of ten dollars for such refusal, which sum shall be paid over to the overseers of the poor of the town. In case he have no license, he may be fined twenty-five dollars. If such fine be not paid, the magistrate may issue a warrant to any constable to seize his wares and sell them at public vendue, to satisfy the same.

New-Jersey.—Any person not a resident of the State, who shall be found vending goods from place to place without a license, shall forfeit the sum of twenty dollars for each offence—one half to go to the prosecutor, the other to the State. The license may be obtained by the Governor, upon a recommendation for that purpose by the Inferior Court of Common Pleas; if for a vehicle to be drawn by one or more horses or other beasts, the sum of fifteen dollars; if on foot, eight dollars.

Any person lending his license to another shall lose the same, and every license so loaned shall become void.

Any citizen may demand to see any hawker's license, and if the same be not produced, he may, without further warrant, convey the hawker before a justice of the peace, who shall fine him in the sum of fifty dollars for each offence.

Pennsylvania.—Any citizen may peddle his own goods. But no person shall be licensed as a hawker or pedler unless he shall have resided at least one year in the county in which such application is made, and shall produce satisfactory evidence on oath from at least two respectable practising physicians of such county that such applicant is, in point of fact, by reason of bodily disability, the nature and character of which must be stated, unable to procure a livelihood at his trade, if he have any, or by bodily labor. None but citizens of the United States shall obtain licenses to hawk or peddle, and such licenses shall only extend to the county in which they may be granted. But wholesale pedlers may, by virtue of their licenses, vend goods throughout the State. The applicant must give bonds in the sum of $300 for his good behavior during the term of his license, and must also satisfy the officers granting the license, of his honesty and good moral character. A license to travel on foot, $8; with a vehicle with one horse, $16; with a vehicle and two horses, $25. Licenses may be obtained of the clerks of the courts of quarter sessions of any county, and also at the Mayor's office in the city of Philadelphia. Penalty for selling without a license, $50; for refusing to show his license to any citizen who may demand to see the same, $20.

Ohio.—The Clerk of the Court of Common Pleas of any county in this State may grant a license. For a license to travel on foot

throughout the State, $12; on horseback, or in a one-horse wagon, $20; in a two-horse wagon, $28; in a boat or other water craft, $60. A pedler refusing to show a license to any citizen who may demand to see it, shall be supposed to be without one, and may be proceeded against on such ground, and fined $50, ten per cent. of which shall go to the informer.

North Carolina.—Any person hawking or peddling goods (books and prints excepted) not manufactured in the States, without a license, or who shall refuse when called upon by any justice of the peace, or sheriff, or sheriff's deputy, to show the same, shall be subject to indictment, and on conviction shall be fined or imprisoned, at the discretion of the court.

Oregon.—No person shall vend goods in any county in Oregon, without a license from the commissioners of said county, who may assess him not less than ten nor more than two hundred dollars per year, or at the same rate for any shorter period. Any person vending without such license shall be fined not less than $50, nor more than $200 for each offence.

Rhode Island.—Any person peddling goods without a license shall forfeit the sum of $50 for each offence—one half to go to the prosecutor, (any citizen), and one half to the State. Any pedler refusing to show his license within ten minutes from when called upon by any citizen to show the same, shall lose the costs of prosecution, even though it shall appear on trial that he had a license duly issued, at the time of the offence. But any citizen may peddle goods manufactured in the State. Licenses may be obtained of the general treasurer: for selling goods of foreign manufacture, $100; for selling goods manufactured in the United States, $75.

Virginia.—The clerk of any county court is authorized to grant licenses, on satisfactory proof that the applicant is honest and of a good moral character, and on the payment by the latter of $20. Any pedler vending goods without a license shall forfeit $50—one moiety to go to the informer, the remainder to the State.

Vermont—Licenses for peddling in this State are as follows: for traveling on foot, $10: if in a vehicle with one horse or more, $25. Any county Clerk will furnish a license. Any pedler refusing to show his license to any citizen when called upon so to do, shall forfeit the sum of $20.

Wisconsin—The Secretary of State has authority to grant licenses as follows: for peddling on foot $10; with a vehicle and a single horse, $10; with a vehicle drawn by two horses, $40; a vehicle with more than two horses, $60. Any person peddling without a license shall forfeit $25 for each offence. If the money

be not paid, the justice may issue an attachment against the wares of the delinquent, and sell the same at vendue to satisfy the fine and costs.

CONNECTICUT.—Any person peddling in this State without a license, shall forfeit a sum not exceeding one hundred nor less than fifty dollars—one half to him who shall prosecute, the other to the State. Every pedler before offering goods for sale in any town, shall obtain from the selectmen of such town, or a majority of them, a license to do the same, for which he shall pay the sum of ten dollars. Any pedler refusing to exhibit his license to any grand juror, justice of the peace, or constable, who may demand to see the same, shall forfeit the sum of fifteen dollars for each offence.

GEORGIA.—Books, maps, and charts, and all articles manufactured in the State, may be peddled without a license. For vending all other goods from place to place, a license must be obtained of the Comptroller General, the total cost of which is $57. Persons selling from place to place without a license, must, on complaint, give security in the sum of $500, for his appearance at the next Superior Court, when, if convicted, he shall be fined not less than $200, nor more than $300, for each offence. In addition, each county town has the privilege of exacting from every pedler the sum of fifteen dollars for every day he or she may be found therein offering goods not manufactured in the State.

DELAWARE.—Pedlers shall procure license, and give bonds in the sum of $500, for their good behavior during the term of such license. Licenses may be obtained of any Judge of the State, and also of any justice of the peace. Grain, provisions, produce, fruit, books, and all goods manufactured in the State, may be peddled without a license. The charge for licenses is as follows: for a foot pedler, who is a non-resident of the State, $50; to the same if a *bona fide* citizen, $3; for a vehicle with one horse, $16; two horses, $30; for each additional horse, $10. For a license to sell clocks, $50; to sell tin and japanned wares, without a cart but with one or more horses, $10; with a vehicle and one or more horses, $20. No license can be had for peddling drugs or medicines. Any person peddling without a license, or in goods not authorized by his license, or who shall borrow a license for the purpose of peddling, shall forfeit five hundred dollars—one half for the use of any one who shall sue for the same, and one half to the State. Any pedler refusing or neglecting to show his license, when called upon by any citizen to do so, shall forfeit and pay ten dollars to such citizen, who is authorized to sue for the same. Any person peddling tin or japanned ware without a license, shall,

for every such offence forfeit and pay to any one who may sue for the same, the sum of thirty dollars, one half to the use of the State.

INDIANA.—Pedlers are required to take out a license in every county in which they shall vend, and pay in proportion, as regards amount and length of time, as resident merchants, who are taxed five dollars on every thousand dollars' worth of merchandise. There is no fixed license fee; the County Board of such county regulating the fee of each applicant according to his own judgment. Any person transacting business in this State without a license therefor, is liable to a fine of $500.

ILLINOIS.—Every hawker or pedler shall have the privilege of peddling goods throughout the State, on paying the sum of fifty dollars to the Secretary of State, when he shall receive a license therefor. For the privilege of peddling in any one county, the County Commissioners of such county will grant him a license for ten dollars. For peddling in any county without a license, he may be sued by any citizen, and recovered against in the sum of one hundred dollars—one half to the complainant, the other to the State.

NEW-HAMPSHIRE.—Any person peddling goods from place to place without a license, shall be punished by a fine of not less than ten nor more than fifty dollars. License may be obtained of the Clerk of the Court of Common Pleas of the county in which the applicant may reside. The license fee, to a citizen of the State, is $10; to a non-resident of the State, $20.. Any pedler lending his license to another, or refusing to show the same to any citizen who may demand to see it, shall be punished in the same manner as for selling without license.

MASSACHUSETTS.—Every hawker, pedler, or other person, going from town to town, or from place to place, in the same town, either on foot or with a horse, or otherwise carrying to sell, or exposing to sale any goods, wares or merchandise, except as provided in the following section, shall forfeit a sum not exceeding one hundred dollars for every offence.

Any person may go about aforesaid, selling and exposing to sale any fruits or provisions whatever, and also any goods, wares or merchandise, of the produce or manufacture of the United States, except indigo, feathers, playing cards, jewelry and essences.

MISSOURI.—No person shall peddle without a license; no two or more persons shall peddle under the same license, either as partners, agents, or otherwise; and no pedler shall sell wines or

spirituous liquors. Any person may obtain a pedler's license from the collector of the county in which he intends to peddle, on paying as follows:—for a license to peddle on foot, $3 for every period of six months; if on one or more horses, $10; if in a vehicle, $20; if in a boat or other river vessel, at the rate of one dollar per day for any period not less than five days, and such license may be renewed at the expiration of the first license, for any period not longer than six months, on payment of fifty cents a day, the number of days to be specified in the license. Every person who shall be found peddling contrary to law, or the terms of his license, shall forfeit, if a foot pedler, the sum of ten dollars; on one or more beasts of burden, twenty-five dollars; in a vehicle, fifty dollars; in a boat or other vessel, one hundred dollars. Persons may peddle books, maps, charts and stationery, without a license. Any pedler refusing or neglecting to show his license to any police officer or citizen on demand, shall forfeit the sum of ten dollars. License for peddling clocks shall be fifty dollars for the term of six months; and every clock pedler selling without a license shall forfeit not less than fifty nor more than four hundred dollars, and be imprisoned till the fine and costs are paid.

Maine.—All farming utensils, wooden wares, articles of domestic manufacture, leather, shoes, earthenware, garden seeds, &c., raised or manufactured in the State, may be vended without a license. Application for license to vend tinware may be made to the Clerk of the Court of Sessions of any county, who is authorized to grant the petition, provided the applicant shall deposit ten dollars and leave with a certificate of good character from the selectmen of the town in which said applicant resides. His name must be painted on his vehicle in letters of at least one inch wide, also the words and letters "licensed by C. S.," and also the name of the county where such license was granted; and also shall exhibit to any Sheriff, Deputy Sheriff, Justice of the Peace, Selectmen, or constable of any town, when thereto required, a certificate of such license; and in case he shall fail in either of those particulars, he shall forfeit ten dollars to any person who shall sue for the same.

Mississippi.—For the privilege of peddling good in any one county of this State, the applicant must first pay to the Clerk of the Probate Court as follows:—for license to carry merchandise on foot, $10; on horse or other beast of burden, $20; in a two-wheeled vehicle, $30; in a four-wheeled vehicle, with one horse, $40; in a four-wheeled vehicle with two horses, $50. Any person peddling without a license, shall forfeit the sum of $100—one fourth to be paid to the prosecutor, and the balance

to the State. In addition to the foregoing, the pedler must pay an *ad valorem* duty of two and a half per cent. on all merchandise sold by him during the term of his license.

Louisiana.—For a license to peddle on the roads and water-courses of this State, which may be obtained of the Collector of Licenses, the applicant must pay as follows:—For trading in goods carried in packs, on horseback or on foot, five dollars; with a vehicle drawn by one or more horses or other animals, twenty dollars; with a boat or other water-craft, seventy-five dollars. Any person peddling without a license, shall pay a fine of two hundred and fifty dollars.

Tennessee.—For peddling in any county in this State, the license fee is twenty-five dollars. Any person peddling without a license shall forfeit the sum of one hundred dollars. The license may be obtained of the Clerk of the County Court.

South Carolina.—For the privilege of peddling in any district in this State, the applicant must obtain a license from the Clerk of the Court of the district, the cost of which is one thousand dollars. If the pedler has more than one vehicle, he must take out a separate license for each. The license extends only to the district for which it is taken out. The pedler must, in addition, give bonds in the sum of one thousand dollars for himself and five hundred for each of two sureties that he will conduct himself according to law during the term of his license. Any constable or other public officer may at any time demand to see his license; should he refuse to promptly exhibit the same, the officer making the demand may seize and detain his wagon and wares till they are released by a magistrate, and the pedler himself committed to jail. Any person peddling without a license, shall pay a fine of five hundred dollars.

California.—For license to peddle in this State, the applicant must pay the sum of fifteen dollars per month to the Clerk of the County Court in which he may be when he takes out his first permit: and two dollars to the Clerk granting the same. Any person peddling without a license shall be fined not less than ten nor more than fifty dollars for each offence; if convicted a second time, he shall be fined not less than twenty nor more two hundred dollars. In either case, he shall be committed to prison till the fine is paid.

Michigan.—Before peddling goods from place to place in this State, the pedler must pay to the Secretary of State as follows:—To peddle on foot, ten dollars; with a vehicle and one horse, twenty-five dollars; a vehicle with more than one horse, fifty dol-

lars. Any pedlar refusing to show his license when called upon by any officer or citizen so to do, shall pay a fine of two dollars. Any person peddling without a license, shall forfeit twenty-five dollars for each offence.

TEXAS.—A license must be taken out by pedlers, for each county that they may sell in. The license may be obtained of the Clerk of the County Court; the cost of the same is fifty dollars. Any one peddling goods without a license, shall be fined in the sum of five hundred dollars for each offence.

QUALIFICATION OF VOTERS IN THE DIFFERENT STATES.

MAINE.—Every male citizen of the United States, of the age of twenty-one years (excepting paupers, persons under guardianship, and Indians not taxed), having his residence established in this State for the term of three months next preceding any election, shall be an elector in the town or plantation where his residence is established.

NEW-HAMPSHIRE.—Every male inhabitant, twenty-one years of age (excepting paupers, and persons excused from paying taxes at their own request), resident in the State six months, and of the town three months, next preceding the election, is entitled to vote

VERMONT.—Every man of the full age of twenty-one years, having resided in the State for the space of one whole year and in town three months next before the election, who is of a quiet and peaceable behavior, and has taken the freeman's oath, shall be entitled to all the privileges of a freeman.

MASSACHUSETTS.—Every male citizen of the age of twenty-one years (except paupers and persons under guardianship), who has resided in the Commonwealth one year, and in the town or district in which he claims a right to vote six months next preceding the election, may vote, *provided* they have paid all taxes assessed upon them (unless legally exempted) within two years next preceding the day of election.

RHODE ISLAND.—The right of suffrage is granted to every male *native* citizen of the United States twenty-one years of age, who has had his residence and home in the State two years, and in the town where he purposes to vote six months next preceding the time of election, whose name has been registered in the Town Clerk's office at least seven days before he shall offer his vote, and who shall have paid a tax of one dollar, or done military duty, within the preceding year; also any male citizen (naturalized foreigner) of the United States who, in addition to the preceding qualifications (except only one year's residence is required), possesses real estate in the town or city where he offers his vote of the value of $134 over and above all incumbrances, or which rents for seven dollars per annum. The constitutional provisions are much more in detail than the above.

CONNECTICUT.—Every white male citizen of the United States

who shall have gained a settlement in this State; attained the age of twenty-one years, and resided in the town in which he may offer himself to be admitted to the privilege of an elector, at least six months preceding, and have a freehold estate of the yearly value of seven dollars in this state; or having been enrolled in the militia, shall have performed military duty therein, for the term of one year next preceding the time he shall offer himself for admission, unless legally excused therefrom; or shall have paid a state tax within the year next preceding the time he shall present himself for such admission, and shall sustain a good moral character, shall, on his taking such oath as may be prescribed by law, be an elector. Every voter must also be able to read any section of the constitution of the state and of the United States.

NEW-YORK.—Every male citizen aged twenty-one years, who shall have been a citizen ten days, and is an inhabitant of this state one year next preceding any election, and for the last four months a resident of the county, and for thirty days of the district from which the officer is to be chosen for whom he offers his vote, shall be entitled to vote.

Men of color, who are possessed of a freehold estate of the value of two hundred and fifty dollars, and residents of the state three years, and for one year seized of said estate of two hundred and fifty dollars over and above all debts and incumbrances charged thereon, and who shall have been actually rated and paid a tax thereon, are entitled to vote.

NEW-JERSEY.—Every white male citizen of the United States of the age of twenty-one years, having been a resident of the state one year, and of the county five months, next before the election, and who actually resides in the township where he claims his vote, shall be entitled to vote (paupers, idiots, insane persons, and criminals, excepted).

PENNSYLVANIA.—Every white freeman, being a citizen of the United States, of the age of twenty-two years, having resided in the state one year, and in the election district where he offers his vote, ten days immediately preceding such election, and within two years paid a state or county tax which has been assessed at least ten days before the election, shall enjoy the rights of an elector. Persons between the ages of twenty-one and twenty-two years, with residence as above, can vote without paying a tax. A previously-qualified voter in the state, on returning, can vote after a residence of six months.

DELAWARE.—Every free white male citizen of the age of twenty-two years or upward, having resided in the state one year next before the election, and the last month thereof in the county where

he offers to vote, and having, within two years next before the election, paid a county tax, which shall have been assessed at least six months before the election, shall enjoy the right of an elector; and every free white male citizen of the age of twenty-one years and under the age of twenty-two years, having resided as aforesaid, shall be entitled to vote without payment of any tax.

Maryland.—Every free male person, being a citizen of the United States, above twenty-one years of age, having resided in the state one year, and six months in the county, next preceding the election at which he offers to vote, shall have the right of suffrage.

Virginia.—Every white male citizen of the commonwealth, of the age of twenty-one years, who has been a resident of the state two years, and of the county or town where he offers to vote for twelve months next preceding an election, shall be qualified to vote.

North Carolina.—All freemen (persons of color excepted) of the age of twenty-one years, who have been inhabitants of any one district within the state twelve months immediately preceding the day of any election, and shall have paid public taxes, shall be entitled to vote for members of the house of commons for the district in which he resides, and for the governor; to vote for a member of the senate, he must have in addition to the same qualification a freehold of fifty acres of land in the county in which he offers to vote.

South Carolina.—Every free white man of the age of twenty-one years (paupers excepted), being a citizen of the state, and having resided therein two years previous to the day of election, and who hath a freehold of fifty acres of land, or a town lot, of which he hath been legally seized and possessed, at least six months before such election, or not having such freehold or town lot, hath been a resident of the election district in which he offers to give his vote six months before the said election, and hath paid a tax the preceding year of three shillings sterling to the support of government, shall have a right to vote for members of the legislature for the election district in which he holds such property, or is resident.

Georgia.—An elector must be twenty-one years of age; a citizen and inhabitant of the state one year; of the county six months; and have paid all the taxes which may have been required of him, and which he has had an opportunity of paying agreeably to law, for the year preceding the election. In all elections for governor or electors of president and vice-president, the county residence is not required.

FLORIDA.—Every free white male person of the age of twenty one years, a citizen of the United States, a resident of the state two years, and of the county in which he may offer his vote six months, immediately preceding the election, and who shall be enrolled in the militia of the state (unless exempted from militia duty), is a qualified voter.

ALABAMA.—Every white male citizen of the age of twenty-one years, who shall be a citizen of the United States, having resided in this state one year next preceding an election, and the last three months in the city, county, or town, in which he offers to vote, shall be deemed a qualified elector.

MISSISSIPPI.—Every free white male citizen of the United States of the age of twenty-one years, who shall have resided in the state one year next preceding an election, and the last four months within the county, city, or town, in which he offers to vote, is a qualified voter.

LOUISIANA.—Every free white male two years a citizen of the United States, of the age of twenty-one years, having resided in the state one year next preceding the election, the last six months thereof in the parish in which he offers to vote, has a right to vote; but no person who fights a duel, acts as second, or sends or accepts a challenge, can hold office or enjoy the right of suffrage.

TEXAS.—Every free male person over the age of twenty-one years, a citizen of the United States (Indians not taxed, Africans, and descendants of Africans, excepted) who shall have resided in the state one year next preceding an election, and the last six months in the district, county, or town, in which he offers to vote, shall be deemed a qualified voter, provided that qualified voters shall be permitted to vote anywhere in the state for state officers.

ARKANSAS.—Every free white male citizen of the United States (except idiots, insane persons, and persons convicted of infamous crimes), twenty-one years of age, a resident of the state six months next preceding the election, and of the county in which he claims to vote, is entitled to vote.

TENNESSEE.—Every free white man twenty-one years of age, a citizen of the United States, and resident of the county wherein he offers his vote six months next preceding the election, is entitled to vote. Also, all male persons of color twenty-one years of age, who are competent witnesses in a court of justice against a white man, are entitled to vote.

KENTUCKY.—Every free white male citizen of the age of twenty-one years, having had a residence in the State of two years, and in the county in which he offers to vote one year next preceding the election, is entitled to the right of suffrage.

OHIO.—Every white male citizen of the United States of the age of twenty-one years, who shall have been a resident of the State one year next preceding the election, and of the county, township, or ward, in which he resides such time as may be provided by law, shall have the qualification of an elector, and be entitled to vote at all elections.

MICHIGAN.—The right of suffrage is held by every white male citizen above the age of twenty-one years; every white male citizen residing in the State on the 24th of June, 1835; every white male inhabitant residing in the State on the 1st of January, 1850, who has declared his intention to become a citizen of the United States six months preceding an election, or who has resided in the State two years and six months, and declared his intention as aforesaid, and every civilized male inhabitant of Indian descent, a native of the United States, and not a member of any tribe; but no citizen or inhabitant shall be entitled to vote at any election unless he has resided in the State three months, and in the township or ward in which he offers to vote ten days next preceding such election.

INDIANA.—Every white male citizen of the United States of the age of twenty-one years and upward, who shall have resided in the State during the six months immediately preceding an election, and every white male, of foreign birth, of the age of twenty-one years and upward, who shall have resided in the United States one year, and in the State during the six months next preceding such election, and shall have declared his intention to become a citizen of the United States, shall be entitled to vote in the town or precinct where he may reside.

ILLINOIS.—All white male citizens of the age of twenty-one years, having had a residence in the State one year next preceding the election, can exercise the elective franchise.

MISSOURI.—Every free white male citizen of the United States of the age of twenty-one years, who shall have resided in the State one year before an election, the last three months whereof shall have been in the county or district where he offers to vote, shall be an elector.

IOWA.—Every white male citizen of the United States (idiots, insane persons, and persons convicted of an infamous crime, excepted), of the age of twenty-one years, a resident of the State six months next preceding the election, and of the county in which he claims to vote twenty days, is entitled to vote.

WISCONSIN.—Every male citizen of the age of twenty-one years, resident in the State one year next preceding an election, belonging to either of the following classes, is a qualified elector. 1. White citizens of the United States. 2. White persons of foreign

birth who have declared their intentions to become citizens, conformably to the laws of the United States on the subject of naturalization. 3. Persons of Indian blood who have once been declared by the laws of Congress to be citizens of the United States. 4. Civilized persons of Indian descent, not members of any tribe.

MINNESOTA.—All free white male inhabitants over the age of twenty-one years, who shall have resided within this State for six months next preceding an election, shall be entitled to vote; *provided*, that they shall be citizens of the United States, or shall have resided within the United States for a period of two years next preceding such election, and declared on oath their intention to become such, and also to support the constitution of the United States, and the State government of Minnesota. All persons of mixed white or Indian blood who have adopted the customs and habits of civilization, are entitled to vote. No insane person, or person who has been convicted of an infamous crime, unless restored to civil rights, shall be permitted to vote.

KANSAS.—Every white male citizen of the United States and civilzed male Indian, twenty-one years of age, who shall have resided and had his home and place of permanent abode in Kansas six months, in the county thirty days, and in the district where he offers his vote ten days immediately preceding the election, shall be deemed a qualified elector. Persons engaging in a duel, either as principals or assistants, lose the rights of an elector.

NEW-MEXICO.—Every white male citizen of the United States, over twenty-one years of age, who shall have resided in the territory over one year, and in the county in which he offers to vote for three months, shall be entitled to vote and be elected to office in any election. No person prevented by the organic law of the territory, no officer or soldier in the United States army, and no person included in the term "camp followers" of the United States army, shall be entitled to vote or hold office in this territory.

UTAH.—All free white male citizens of the age of *eighteen* years, shall be considered legal voters. Military officers or soldiers in the United States service, stationed within the territory, are excepted.

OREGON.—All white male inhabitants over the age of twenty one years, who shall have resided within this State for six months next preceding an election, shall be entitled to vote: *provided*, that they shall be citizens of the United States, or shall have declared their intention, on oath, to become such, or shall have resided six months in the State and fifteen days in the county where they offer to vote, next preceding the day of election. Persons insane or convicted of crime are excepted; also, officers and soldiers of the United States army, unless they were residents of the State at the time of their enlistment.

CONSTITUTION

OF THE

UNITED STATES OF AMERICA.

We, the People of the United States, in order to form a more perfect Union, establish justice, insure domestic tranquillity, provide for the common defence, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this Constitution for the United States of America

ARTICLE I.

Section 1. All legislative powers herein granted shall be vested in a Congress of the United States, which shall consist of a Senate and House of Representatives.

Sec. 2. The House of Representatives shall be composed of members chosen every second year by the people of the several States, and the electors in each State shall have the qualifications requisite for electors of the most numerous branch of the State Legislature.

No person shall be a Representative who shall not have attained to the age of twenty-five years, and been seven years a citizen of the United States, and who shall not, when elected, be an inhabitant of that State in which he shall be chosen.

Representatives and direct taxes shall be apportioned among the several States which may be included within this Union, according to their respective numbers, which shall be determined by adding to the whole number of free persons, including those bound to service for a term of years, and excluding Indians not taxed, three fifths of all other persons. The actual enumeration shall be made within three years after the first meeting of the Congress of the United States, and within every subsequent term of ten years, in such manner as they shall by law direct. The number of Representatives shall not exceed one for every thirty thousand, but each State shall have at least one Representative; and until such enumeration shall be made, the State of New-Hampshire shall be entitled to choose three, Massachusetts eight, Rhode Island and Providence Plantations one, Connecticut five, New-York six, New-

Jersey four, Pennsylvania eight, Delaware one, Maryland six, Virginia ten, North Carolina five, South Carolina five, and Georgia three.

When vacancies happen in the representation from any State, the Executive Authority thereof shall issue Writs of Election to fill such vacancies.

The House of Representatives shall choose their Speaker and other officers, and shall have the sole power of impeachment.

SEC. 3. The Senate of the United States shall be composed of two Senators from each State, chosen by the Legislature thereof, for six years; and each Senator shall have one vote.

Immediately after they shall be assembled in consequence of the first election, they shall be divided as equally as may be into three classes. The seats of the Senators of the first class shall be vacated at the expiration of the second year, of the second class at the expiration of the fourth year, and of the third class at the expiration of the sixth year, so that one third may be chosen every second year: and if vacancies happen by resignation, or otherwise, during the recess of the Legislature of any State, the Executive thereof may make temporary appointments until the next meeting of the Legislature, which shall then fill such vacancies.

No person shall be a Senator who shall not have attained to the age of thirty years, and been nine years a citizen of the United States, and who shall not, when elected, be an inhabitant of that State for which he shall be chosen.

The Vice-President of the United States shall be President of the Senate, but shall have no vote, unless they be equally divided.

The Senate shall choose their other officers, and also a President *pro tempore*, in the absence of the Vice-President, or when he shall exercise the office of President of the United States.

The Senate shall have the sole power to try all impeachments. When sitting for that purpose, they shall be on oath or affirmation. When the President of the United States is tried, the Chief Justice shall preside; And no person shall be convicted without the concurrence of two thirds of the members present.

Judgment in cases of impeachment shall not extend further than to removal from office, and disqualification to hold and enjoy any office of honor, trust or profit under the United States; but the party convicted shall nevertheless be liable and subject to indictment, trial, judgment and punishment, according to law.

SEC. 4. The times, places and manner of holding elections for Senators and Representatives, shall be prescribed in each State by the Legislature thereof; but the Congress may at any time by law make or alter such regulations, except as to the places of choosing Senators.

The Congress shall assemble at least once in every year, and such meeting shall be on the first Monday in December, unless they shall by law appoint a different day.

SEC. 5. Each House shall be the judge of the elections, returns, and qualifications of its own members, and a majority of each shall constitute a quorum to do business; but a smaller number may adjourn from day to day, and may be authorized to compel the attendance of absent members, in such manner and under such penalties as each House may provide.

Each House may determine the Rules of its Proceedings, punish its members for disorderly behavior, and, with the concurrence of two thirds, expel a member.

Each House shall keep a Journal of its Proceedings, and from time to time publish the same, excepting such parts as may in their judgment require secrecy; and the Yeas and Nays of the members of either House on any question shall, at the desire of one fifth of those present, be entered on the Journal.

Neither House, during the session of Congress, shall, without the consent of the other, adjourn for more than three days, nor to any other place than that in which the two Houses shall be sitting.

SEC. 6. The Senators and Representatives shall receive a compensation for their services, to be ascertained by law and paid out of the treasury of the United States. They shall in all cases, except treason, felony, and breach of the peace, be privileged from arrest during their attendance at the session of their respective Houses, and in going to and returning from the same; and for any speech or debate in either House, they shall not be questioned in any other place.

No Senator or Representative shall, during the time for which he was elected, be appointed to any civil office under the authority of the United States, which shall have been created or the emoluments whereof shall have been increased during such time; and no person holding any office under the United States shall be a member of either House during his continuance in office.

SEC. 7. All bills for raising revenue shall originate in the House of Representatives; but the Senate may propose or concur with amendments as on other bills.

Every bill which shall have passed the House of Representatives and the Senate, shall, before it becomes a law, be presented to the President of the United States: If he approve, he shall sign it; but if not, he shall return it, with his objections, to that House in which it shall have originated, who shall enter the objections at large on their Journal, and proceed to reconsider it. If, after such reconsideration, two thirds of that House shall agree to pass the bill, it shall be sent, together with the objections, to the other House, by which it shall likewise be reconsidered, and, if approved by two thirds of that House, it shall become a law. But in all such cases the votes of both Houses shall be determined by Yeas and Nays, and the names of the persons voting for and against the bill shall be entered on the Journal of each House, respectively

If any bill shall not be returned by the President within ten days (Sundays excepted) after it shall have been presented to him, the same shall be a law, in like manner as if he had signed it, unless the Congress by their adjournment prevent its return, in which case it shall not be a law.

Every order, resolution, or vote, to which the concurrence of the Senate and House of Representatives may be necessary (except on a question of adjournment) shall be presented to the President of the United States; and before the same shall take effect, shall be approved by him: or, being disapproved by him, shall be repassed by two thirds of the Senate and House of Representatives, according to the rules and limitations prescribed in the case of a bill.

SEC. 8. The Congress shall have Power—

To lay and collect Taxes, Duties, Imposts and Excises, to pay the debts and provide for the common defence and general welfare of the United States; but all Duties, Imposts and Excises shall be uniform throughout the United States;

To borrow money on the credit of the United States;

To regulate commerce with foreign nations, and among the several States, and with the Indian tribes;

To establish a uniform rule of naturalization, and uniform laws on the subject of bankruptcies throughout the United States;

To coin money, regulate the value thereof and of foreign coin, and fix the standard of weights and measures;

To provide for the punishment of counterfeiting the securities and current coin of the United States;

To establish post-offices and post-roads;

To promote the progress of science and useful arts, by securing for limited times to authors and inventors the exclusive right to their respective writings and discoveries;

To constitute tribunals inferior to the Supreme Court;

To define and punish piracies and felonies committed on the high seas, and offences against the laws of nations;

To declare war, grant letters of marque and reprisal, and make laws concerning captures on land and water;

To raise and support armies, but no appropriation of money to that use shall be for a longer term than two years;

To provide and maintain a navy;

To make rules for the government and regulation of the land and naval forces:

To provide for calling forth the militia to execute the laws of the Union, suppress insurrections and repel invasions;

To provide for organizing, arming, and disciplining the militia, and for governing such part of them as may be employed in the service of the United States, reserving to the States respectively the appointment of the officers, and the authority of training the militia according to the discipline prescribed by Congress;

To exercise exclusive legislation, in all cases whatsoever, over such district (not exceeding ten miles square) as may, by cession of particular States, and the acceptance of Congress, become the Seat of the Government of the United States, and to exercise like authority over all places purchased by the consent of the Legislature of the State in which the same shall be, for the erection of forts, magazines, arsenals, dock-yards, and other needful buildings; and

To make all laws which shall be necessary and proper for carrying into execution the foregoing powers, and all other Powers vested by this Constitution in the Government of the United States, or in any department or officer thereof.

SEC. 9. The migration or importation of such persons as any of the States now existing shall think proper to admit, shall not be prohibited by the Congress prior to the year one thousand eight hundred and eight, but a tax or duty may be imposed on such importation, not exceeding ten dollars for each person.

The privilege of the Writ of Habeas Corpus shall not be suspended, unless when, in cases of rebellion or invasion, the public safety may require it.

No bill of attainder or ex post facto law shall be passed.

No capitation, or other direct tax shall be laid, unless in proportion to the census or enumeration hereinbefore directed to be taken.

No tax or duty shall be laid on articles exported from any State.

No preference shall be given by any regulation of commerce or revenue to the ports of one State over those of another; nor shall vessels bound to or from one State, be obliged to enter, clear, or pay duties in another.

No money shall be drawn from the treasury but in consequence of appropriations made by law; and a regular statement and account of the receipts and expenditures of all public money shall be published from time to time.

No title of nobility shall be granted by the United States: And no person holding any office of profit or trust under them shall, without the consent of the Congress, accept of any present, emolument, office, or title, of any kind whatever, from any king, prince, or foreign State.

SEC. 10. No State shall enter into any treaty, alliance, or confederation; grant letters of marque and reprisal; coin money; emit bills of credit; make anything but gold and silver coin a tender in payment of debts; pass any bill of attainder, ex post facto law, or law impairing the obligation of contracts, or grant any title of nobility.

No State shall, without the consent of the Congress, lay any imposts or duties on imports or exports, except what may be abso-

lutely necessary for executing its inspection laws; and the net produce of all duties and imposts, laid by any State on imports or exports, shall be for the use of the treasury of the United States; and all such laws shall be subject to the revision and control of the Congress.

No State shall, without the consent of Congress, lay any duty of tonnage, keep troops, or ships of war in time of peace, enter into any agreement or compact with another State, or with a foreign power, or engage in war, unless actually invaded, or in such imminent danger as will not admit of delay.

ARTICLE II.

SECTION 1. The Executive Power shall be vested in a President of the United States of America. He shall hold his office during the term of four years, and together with the Vice-President, chosen for the same term, be elected, as follows:

Each State shall appoint, in such manner as the Legislature thereof may direct, a number of electors, equal to the whole number of Senators and Representatives to which the State may be entitled in the Congress; but no Senator or Representative, or person holding an office of trust or profit under the United States, shall be appointed an Elector.

[The electors shall meet in their respective States, and vote by ballot for two persons, of whom one at least shall not be an inhabitant of the same State with themselves. And they shall make a list of all persons voted for, and of the number of votes for each; which list they shall sign and certify, and transmit sealed to the seat of Government of the United States, directed to the President of the Senate. The President of the Senate shall, in the presence of the Senate and House of Representatives, open all the Certificates, and the votes shall then be counted. The person having the greatest number of votes shall be the President, if such number be a majority of the whole number of Electors appointed; and if there be more than one who have such majority, and have an equal number of votes, then the House of Representatives shall immediately choose by ballot one of them for the President; and if no person have a majority, then from the five highest on the list the said House shall in like manner choose the President. But in choosing the President, the votes shall be taken by States, the Representation from each State having one vote. A quorum for this purpose shall consist of a member or members from two thirds of the States, and a majority of all the States shall be necessary to a choice. In every case, after the choice of the President, the person having the greatest number of votes of the Electors shall be the Vice-President. But if there should remain two or more who have equal votes, the Senate shall choose from them by ballot the Vice-President.*]

* This clause has been superseded and annulled by the 12th Amendment

The Congress may determine the time of choosing the Electors, and the day on which they shall give their votes; which day shall be the same throughout the United States.

No person except a natural-born citizen, or a citizen of the United States, at the time of the adoption of this Constitution, shall be eligible to the office of President; neither shall any person be eligible to that office who shall not have attained to the age of thirty-five years, and been fourteen years a resident within the United States.

In case of the removal of the President from office, or of his death, resignation, or inability to discharge the powers and duties of the said office, the same shall devolve on the Vice-President, and the Congress may by law provide for the case of removal, death, resignation, or inability, both of the President and Vice-President, declaring what officer shall then act as President, and such officer shall act accordingly, until the disability be removed, or a President shall be elected.

The President shall, at stated times, receive for his services a compensation, which shall neither be increased nor diminished during the period for which he shall have been elected, and he shall not receive within that period any other emolument from the United States, or any of them.

Before he enter on the execution of his office, he shall take the following oath or affirmation:

"I do solemnly swear (or affirm) that I will faithfully execute the office of President of the United States, and will, to the best of my ability, preserve, protect, and defend the Constitution of the United States."

SEC. 2. The President shall be Commander-in-Chief of the Army and Navy of the United States, and of the Militia of the several States, when called into the actual service of the United States; he may require the opinion, in writing, of the principal officer in each of the Executive Departments, upon any subject relating to the duties of their respective offices; and he shall have power to grant reprieves and pardons for offences against the United States, except in cases of Impeachment.

He shall have power, by and with the advice and consent of the Senate, to make Treaties, provided two thirds of the Senators present concur; and he shall nominate, and by and with the advice and consent of the Senate, shall appoint Ambassadors, other public Ministers and Consuls, Judges of the Supreme Court, and all other officers of the United States, whose appointments are not herein otherwise provided for, and which shall be established by law. but the Congress may by law vest the appointment of such inferior officers as they they think proper in the President alone, in the Courts of Law, or in the Heads of Departments.

The President shall have power to fill up all vacancies that may happen during the recess of the Senate, by granting commissions, which shall expire at the end of their next session.

SEC. 3. He shall from time to time give to the Congress information of the state of the Union, and recommend to their consideration such measures as he shall judge necessary and expedient; he may, on extraordinary occasions, convene both Houses, or either of them; and in case of disagreement between them, with respect to the time of adjournment, he may adjourn them to such time as he shall think proper; he shall receive Ambassadors and other public Ministers; he shall take care that the laws be faithfully executed, and shall commission all the officers of the United States.

SEC. 4. The President, Vice-President, and all Civil Officers of the United States, shall be removed from office on impeachment for, and conviction of, Treason, Bribery, or other high Crimes and Misdemeanors.

ARTICLE III.

SECTION 1. The judicial power of the United States shall be vested in one Supreme Court, and in such inferior Courts as the Congress may from time to time ordain and establish. The judges, both of the Supreme and inferior Courts, shall hold their offices during good behavior, and shall, at stated times, receive for their services a compensation, which shall not be diminished during their continuance in office.

SEC. 2. The judicial power shall extend to all cases, in Law and Equity, arising under this Constitution, the Laws of the United States, and Treaties made, or which shall be made, under their authority;—to all cases affecting Ambassadors, other public Ministers, and Consuls;—to all cases of admiralty and maritime jurisdiction;—to controversies to which the United States shall be a party;—to controversies between two or more States;—between a State and citizens of another State;—between citizens of different States;—between citizens of the same State claiming lands under grants of different States, and between a State, or the citizens thereof, and foreign States, citizens or subjects.

In all cases affecting Ambassadors, other public Ministers and Consuls, and those in which a State shall be a party, the Supreme Court shall have original jurisdiction. In all the other cases before mentioned, the Supreme Court shall have appellate jurisdiction, both as to law and fact, with such exceptions and under such regulations as the Congress shall make.

The trial of all crimes, except in cases of Impeachment, shall be by jury; and such trial shall be held in the State where the said crimes shall have been committed; but when not committed within any State, the trial shall be at such place or places as the Conress may by law have directed.

SEC. 3. Treason against the United States shall consist only in levying war against them, or in adhering to their enemies, giving them aid and comfort. No person shall be convicted of treason unless on the testimony of two witnesses to the same overt act, or on confession in open Court.

The Congress shall have powar to declare the punishment of treason, but no Attainder of Treason shall work corruption of blood, or forfeiture, except during the life of the person attainted.

ARTICLE IV.

SECTION 1. Full faith and credit shall be given in each State to the public acts, records, and judicial proceedings of every other State. And the Congress may by general laws prescribe the manner in which such acts, records, and proceedings shall be proved, and the effect thereof.

SEC. 2. The citizens of each State shall be entitled to all privileges and immunities of citizens in the several States.

A person charged in any State with treason, felony, or other crime, who shall flee from justice, and be found in another State, shall, on demand of the executive authority of the State from which he fled, be delivered up, to be removed to the State having jurisdiction of the crime.

No person held to service or labor in one State, under the laws thereof, escaping into another, shall, in consequence of any law or regulation therein, be discharged from such service or labor, but shall be delivered up on claim of the party to whom such service or labor may be due.

SEC. 3. New States may be admitted by the Congress into this Union; but no new State shall be formed or erected within the jurisdiction of any other State; nor any State be formed by the junction of two or more States, or parts of States, without the consent of the Legislatures of the States concerned, as well as of the Congress.

The Congress shall have power to dispose of and make all needful rules and regulations respecting the territory or other property belonging to the United States; and nothing in this Constitution shall be so construed as to prejudice any claims of the United States, or of any particular State.

SEC. 3. The United States shall guarantee to every State in this Union a republican form of Government, and shall protect each of them against invasion; and on application of the Legislature, or of the Executive (when the Legislature cannot be convened), against domestic violence.

ARTICLE V.

The Congress, whenever two thirds of both Houses shall deem it necessary, shall propose Amendments to this Constitution, or, on

the application of the Legislatures of two thirds of the several States, shall call a Convention for proposing Amendments, which, in either case, shall be valid to all intents and purposes, as part of this Constitution, when ratified by the Legislatures of three fourths of the several States, or by Conventions in three fourths thereof, as the one or the other mode of ratification may be proposed by the Congress;—*Provided*, that no Amendment which may be made prior to the year one thousand eight hundred and eight shall in any manner affect the first and fourth Clauses in the Ninth Section of the first Article; and that no State, without its consent, shall be deprived of its equal suffrage in the Senate.

ARTICLE VI.

All debts contracted and engagements entered into before the adoption of this Constitution, shall be as valid against the United States, under this Constitution, as under the Confederation.

This Constitution and the laws of the United States which shall be made in pursuance thereof, and all Treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the Judges in every State shall be bound thereby, any thing in the Constitution or laws of any State to the contrary notwithstanding.

The Senators and Representatives before mentioned, and the members of the several State Legislatures, and all executive and judicial officers, both of the United States and of the several States, shall be bound by oath or affirmation to support this Constitution; but no religious test shall ever be required as a qualification to any office or public trust under the United States.

ARTICLE VII.

The ratification of the Conventions of nine States shall be sufficient for the establishment of this Constitution between the States so ratifying the same.

DONE in Convention, by the unanimous consent of the States present, the seventeenth day of September, in the year of our Lord one thousand seven hundred and eighty-seven, and of the Independence of the United States of America the twelfth. In Witness whereof, we have hereunto subscribed our names.

GEO. WASHINGTON,
Presdt. and Deputy from Virginia

New Hampshire.

JOHN LANGDON, NICHOLAS GILMAN.

Massachusetts.

NATHANIEL GORMAN, RUFUS KING.

Connecticut.

WM. SAML. JOHNSON, ROGER SHERMAN.

New-York.

ALEX. HAMILTON.

New Jersey.

WIL: LIVINGSTON, DAVID BREARLY,
WM. PATERSON, JONA. DAYTON.

Pennsylvania.

B. FRANKLIN, THOMAS MIFFLIN,
ROBT. MORRIS, GEO: CLYMER,
THO: FITZSIMONS, JARED INGERSOLL,
JAMES WILSON, GOUV: MORRIS

Delaware.

GEO: READ, GUNNING BEDFORD, JUN'R.
JOHN DICKINSON, RICHARD BASSETT.
JACO: BROOM.

Maryland.

JAMES M'HENRY, DAN: OF ST. THOS. JENIFER
DANL. CARROLL.

Virginia.

JOHN BLAIR, JAMES MADISON, JR.

North Carolina.

WM. BLOUNT, RICHD. DOBBS SPAIGHT,
HU. WILLIAMSON.

South Carolina.

J. RUTLEDGE, CHARLES COTESWORTH PINCKNEY,
CHARLES PINCKNEY, PIERCE BUTLER.

Georgia.

WILLIAM FEW, ABR. BALDWIN.

Attest: WILLIAM JACKSON, *Secretary.*

ARTICLES,

IN ADDITION TO AND AMENDMENT OF THE CONSTITUTION OF THE UNITED STATES OF AMERICA, PROPOSED BY CONGRESS, AND RATIFIED BY THE LEGISLATURES OF THE SEVERAL STATES, PURSUANT TO THE FIFTH ARTICLE OF THE ORIGINAL CONSTITUTION.

(ARTICLE I.)

CONGRESS shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the

freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

(ARTICLE II.)

A well regulated Militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed.

(ARTICLE III.)

No soldier shall, in time of peace, be quartered in any house, without the consent of the owner, nor in time of war, but in a manner to be prescribed by law.

(ARTICLE IV.)

The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no warrant shall issue but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.

(ARTICLE V.)

No person shall be held to answer for a capital or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the militia, when in actual service in time of war or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life and limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use without just compensation.

(ARTICLE VI.)

In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed, which district shall have been previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor, and to have the assistance of counsel for his defence.

(ARTICLE VII.)

In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserv-

ed, and no fact tried by a jury shall be otherwise re-examined in any court of the United States, than according to the rules of the common law.

(ARTICLE VIII.)

Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted

(ARTICLE IX.)

The enumeration in the Constitution of certain rights, shall not be construed to deny or disparage others retained by the people,

(ARTICLE X.)

The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.

(ARTICLE XI.)

The judicial power of the United States shall not be construed to extend to any suit in law or equity, commenced or prosecuted against one of the United States by citizens of another State, or by citizens or subjects of any foreign State.

(ARTICLE XII.)

The Electors shall meet in their respective States, and vote by ballot for President and Vice-President, one of whom, at least, shall not be an inhabitant of the same State with themselves; they shall name in their ballot the person voted for as President, and in distinct ballots the person voted for as Vice-President, and they shall make distinct lists of all persons voted for as President, and of all persons voted for as Vice-President, and of the number of votes for each, which lists they shall sign and certify, and transmit sealed to the seat of government of the United States, directed to the President of the Senate. The President of the Senate shall, in presence of the Senate and the House of Representatives, open all the certificates, and the votes shall then be counted. The person having the greatest number of votes for President, shall be the President, if such number be a majority of the whole number of Electors appointed; and if no person have such majority, then from the persons having the highest numbers, not exceeding three, on the list of those voted for as President, the House of Representatives shall choose immediately, by ballot, the President. But in choosing a President, the votes shall be taken by States, the representation from each State having one; a quorum for this purpose shall consist of a member or members from two thirds of the States, and a majority of all the States shall be necessary to a choice. And if the House of Representatives shall not choose a President whenever the right of choice shall devolve upon them

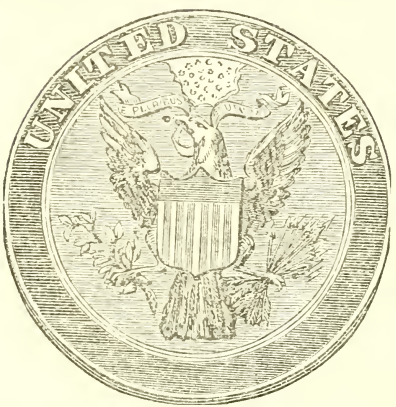
before the fourth day of March next following, then the Vice-President shall act as President, as in the case of the death or other constitutional disability of the President. The person having the greatest number of votes as Vice-President, shall be Vice-President, if such number be a majority of the whole number of Electors appointed; and if no person have a majority, then, from the two highest numbers on the list, the Senate shall choose the Vice-President: a quorum for the purpose shall consist of two-thirds of the whole number of Senators, and a majority of the whole number shall be necessary to a choice. But no person, constitutionally ineligible to the office of President, shall be eligible to the office of Vice-President of the United States.

THE Constitution was adopted on the 17th September, 1787, by the Convention appointed in pursuance of the Resolution of the Congress of the Confederation of the 21st February, 1787, and ratified by the Conventions of the several States, as follows:

By Convention of		Delaware	7th December, 1787.
"	"	Pennsylvania	12th December, 1787.
"	"	New-Jersey	18th December, 1787,
"	"	Georgia	2d January, 1788.
"	"	Connecticut	9th January, 1788.
"	"	Massachusetts	6th February, 1788.
"	"	Maryland	28th April, 1788.
"	"	South Carolina	23d May, 1788.
"	"	New-Hampshire	21st June, 1788.
"	"	Virginia	26th June, 1788.
"	"	New-York	26th July, 1788.
"	"	North Carolina	21st November, 1789.
"	"	Rhode Island	29th May, 1790.

The first ten of the Amendments were proposed on the 25th September, 1789, and ratified by the constitutional number of States, on the 15th December, 1791; the eleventh, on the 8th January, 1798; and the twelfth, on the 25th September, 1804.

THE GREAT SEAL OF THE UNITED STATES



Is one of peculiar interest, and therefore we feel warranted in giving more details of its design and history than can be allotted to the Seals of the several States. Soon after the declaration of independence, Benjamin Franklin, John Adams, and Thomas Jefferson were appointed a committee to prepare a great seal for the infant republic; and they employed a French West Indian, named Du Simitiere, not only to furnish designs, but also to sketch such devices as were suggested by themselves. In one of his designs, the artist displayed on a shield the armorial ensigns of the several nations from whence America had been peopled—embracing those of England, Scotland, Ireland, France, Germany, and Holland. On one side was placed Liberty with her cap, and on the other was a rifleman in uniform, with his rifle in one hand and a tomahawk in the other—the dress and weapons being peculiar to America.

Franklin proposed, for the device, Moses lifting his wand, and dividing the Red Sea, and Pharaoh and his hosts overwhelmed with the waters. For a motto, the words of Cromwell, "Rebellion to tyrants is obedience to God."

Adams proposed the Choice of Hercules; the hero resting on a club, Virtue pointing to her rugged mountain on one hand, and persuading him to ascend; and Sloth, glancing at her flowery paths of pleasure, wantonly reclining on the ground, displaying the charms, both of her eloquence and person, to seduce him into vice.

Jefferson proposed the Children of Israel in the Wilderness, led by a cloud by day and a pillar of fire by night; and, on the reverse, Hengist and Horsa, the Saxon chiefs, from whom we claim the honor of being

descended, and whose political principles and form of government we have assumed.

Franklin and Adams then requested Jefferson to combine their ideas in a compact description of the proposed great seal, which he did, and that paper, in his handwriting, is now in the office of the Secretary of State at Washington. This design consisted of a shield with six quarterings, *parti* one, *coupi* two, in heraldic phrase. The first gold, and an enameled rose, red and white, for England; the second white, with a thistle, in its proper colors, for Scotland; the third green, with a harp of gold, for Ireland; the fourth blue, with a golden lily-flower, for France; the fifth gold, with the imperial black eagle, for Germany; and the sixth gold, with the Belgic crowned red lion, for Holland. These denoted the countries from which America had been peopled. He proposed to place the shield within a red border, on which there should be thirteen white escutcheons, linked together by a gold chain, each bearing appropriate initials, in black, of the confederated States. Supporters, the Goddess of Liberty on the right side, in a corslet of armor, in allusion to the then state of war, and holding the spear and cap in her right hand, while her left supported the shield. On the left, the Goddess of Justice, leaning on a sword in her right hand, and in her left a balance. The crest, the eye of Providence in a radiant triangle, whose glory should extend over the shield and beyond the figures. Motto: *E Pluribus Unum*—"Many in one." Around the whole, "SEAL OF THE UNITED STATES OF AMERICA, MDCCLXXVI." For the reverse, he proposed the device of Pharoah sitting in an open chariot, a crown on his head and a sword in his hand, passing through the divided waters of the Red Sea in pursuit of the Israelites. Rays from a pillar of fire in a cloud, expressive of the Divine presence and command, beaming on Moses, who stands on the shore, and, extending his hand over the sea, causes it to overwhelm Pharoah and his followers. Motto: "Rebellion to tyrants is obedience to God."

Jefferson's device was highly approved by his coadjutors, and the committee reported on the 10th of August, 1776; but, for some unaccountable reason, their report was neglected, not having been even placed on record; and the affair was allowed to slumber until the 24th of March, 1779, when Messrs. Lovell, of Massachusetts, Scott, of Virginia, and Houstoun, of Georgia, were appointed a committee to make another device.

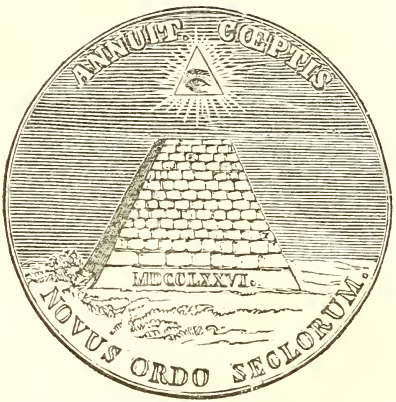
On the 10th of May following they reported in favor of a seal four inches in diameter, one side of which should be composed of a shield with thirteen diagonal stripes, alternate red and white. Supporters, a warrior, holding a sword, on one side, and on the other the figure of Peace, bearing an olive branch. The crest, a radiant constellation of thirteen stars. Motto: *Bello vel Pace*—"For War or Peace," and the legend, "Seal of the United States," On the reverse, the figure of Liberty, seated in a chair, holding the staff and cap. Motto: *Semper*—"Forever"—and underneath, MDCCLXXVI. This report was re-committed, and again submitted with some slight modifications (substituting the figure of an Indian with bow and arrows in his right hand for that of a warrior) just a year afterward; but it was not accepted, and the matter rested until April, 1782, when Henry Middleton, Elias Boudinot,

and Edward Rutledge were appointed a third committee to prepare a seal. They reported on the 9th of May following, substantially the same as the committee of 1779 and 1780; but, this not being satisfactory to Congress, on the 13th of June the whole matter was referred to Charles Thomson, its secretary.

He in turn procured several devices, among which was one by William Barton, of Philadelphia, consisting of an escutcheon, with a blue border, spangled with thirteen stars, and divided in the centre, perpendicularly, by a gold bar. On each side of this division, within the blue border, thirteen bars or stripes, alternate red and white, like the American flag adopted on the 14th of June, 1777. Over the gold bar an eye surrounded with a glory, and in the gold bar a Doric column resting on the base of the escutcheon, having a displayed eagle on its summit. The crest, a helmet of burnished gold, damasked, grated with six bars, and surmounted by a red cap of dignity, such as dukes wear, with a black lining, and a cock armed with gaffs. Supporters, on one side the Genius of America, with loose Auburn tresses, having on her head a radiant crown of gold, encircled with a sky-blue fillet, spangled with silver stars, and clothed in a long, loose, white garment, bordered with green. From the right shoulder to the left side, a blue scarf with stars, the cinctures being the same as in the border. Around her waist a purple girdle, fringed with gold, and the word VIRTUE embroidered in white. Her interior hand rested on the escutcheon, and the other held the American standard, on the top of which a white dove was perched. The supporter on the other side was a man in complete armor; his sword-belt blue, fringed with gold; his helmet encircled with a wreath of laurel, and crested with one white and two blue plumes; his left hand supporting the escutcheon, and his right holding a lance with a bloody point. Upon an unfurled green banner was a golden harp with silver strings, a brilliant star, and two lily-flowers, with two crossed swords below. The two figures stood upon a scroll, on which was the motto *Deo Favente*—"With God's Favor"—in allusion to the eye of Providence in the arms. On the crest, in a scroll, was the motto *Virtus sola Invicta*—"Virtue alone is Invincible."

After vainly striving to perfect a seal which should meet the approval of Congress, Thomson finally received from John Adams, then in London, an exceedingly simple and appropriate device, suggested by Sir John Prestwich, a baronet of the West of England, who was a warm friend of America, and an accomplished antiquarian. It consisted of an escutcheon bearing thirteen perpendicular stripes, white and red, with the chief blue, and spangled with thirteen stars; and, to give it greater consequence, he proposed to place it on the breast of an American eagle, displayed, without supporters, as emblematic of self-reliance. It met with general approbation, in and out of Congress, and was adopted in June, 1782: so it is manifest, although the fact is not extensively known, that we are indebted for our national arms to a titled aristocrat of the country with which we were then at war. Eschewing all heraldic technicalities, it may be thus described in plain English: Thirteen perpendicular pieces, white and red; a blue field; the escutcheon on the breast of the American eagle displayed, proper, holding in his right talon an olive-branch, and in his left a bundle of thirteen arrows, all

proper, and in his beak a scroll, inscribed with the motto *E Pluribus Unum*. For the crest, over the head of the eagle, which appears above the escutcheon, a golden glory breaking through a cloud, proper, and surrounding thirteen stars, forming a constellation of white stars on a blue field.



Reverse. — A pyramid unfinished. In the zenith, an eye in a triangle, surrounded with a glory, proper. Over the eye, the words *Annuit Cœptis*— "God has favored the undertaking." On the base of the pyramid, are the numeral Roman letters MDCCLXXVI.; and undeath the motto, *Novus Ordo Seclorum*—"A new Series of Ages"—denoting that a new order of things had commenced in the Western hemisphere. Thus, after many fruitless efforts, for nearly six years, a very simple seal was adopted, and yet remains the arms of the United States.

SEALS OF THE SEVERAL STATES,

ARRANGED IN CHRONOLOGICAL ORDER.

VIRGINIA.

SETTLED BY THE ENGLISH, 1607.

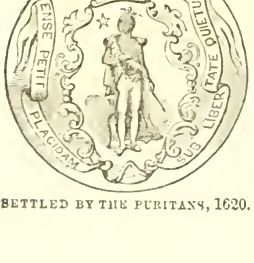
On a white or silver field the Goddess of Virtue, the genius of the commonwealth, is represented, dressed like an Amazon, resting on a spear with one hand, and holding a sword in the other. She is in the act of trampling on Tyranny, represented by a man prostrate, a crown fallen from his head, a broken chain in his left hand, and a scourge in his right. On a label above the figure is the word "Virginia;" and beneath them is the motto, *Sic semper tyrannis*—"Thus we *serve* tyrants."

NEW-YORK.

SETTLED BY THE DUTCH, 1614.

A shield, or escutcheon, on which is represented the rising sun, with a range of hills and water in the foreground. Above the shield, for the crest, is a wreath surmounted by a half globe, on which rests a startled eagle, with wings outstretched. For the supporters of the shield, on the right is represented the figure of Justice, with the sword in one hand and the scales in the other; and on the left the Goddess of Liberty, with the wand and cap in her left hand, and the olive branch of peace in her right. Below the shield is the motto, *Excelsior*—"More elevated"—denoting that the course of the State is *onward* and *higher*. Around the border of the seal, between two plain lines, is the inscription, in Roman capitals, "The Great Seal of the State of New-York."

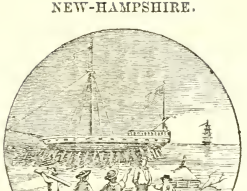
MASSACHUSETTS.



SETTLED BY THE PURITANS, 1620.

On the blue ground of an irregularly-formed shield an Indian is represented, dressed with belted hunting-shirt and moccassins. In his right hand is a golden bow, and in his left an arrow with the point downward. A silver star on the right denotes one of the United States of America. A wreath forms the crest of the escutcheon, from which extends a right arm, clothed and ruffed, the hand grasping a broad-sword, the pommel and hilt of which are of gold. Around the escutcheon, on a waving band or label, are the words, *Ense petit placidam sub libertate quietem*—"By the sword she seeks peace under liberty."

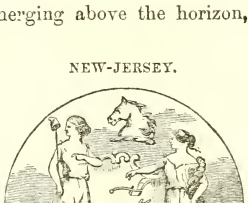
NEW-HAMPSHIRE.



SETTLED BY THE PURITANS, 1623.

A circular field, surrounded by a laurel wreath, encompassed by the words, in Roman capitals, "*Sigillum Reipublicæ Nco Hantoniensis:*" "The Seal of the State of New-Hampshire," with the date, 1784, indicating the time of the adoption of the State Constitution. Land and water are represented in the foreground, with the trunk of a tree on which the hardy woodman is yet engaged, embracing a scene of busy life, significant of the industrious habits of the people; and a ship on the stocks, just ready for launching, with the American banner displayed, is figurative of readiness to embark on the sea of political existence. The sun, just emerging above the horizon, symbolizes the rising destiny of the State.

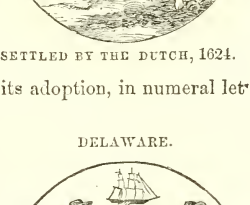
NEW-JERSEY.



SETTLED BY THE DUTCH, 1624.

A white shield, or escutcheon, bearing three ploughs, indicating that the chief reliance of the people is upon agriculture. The crest is a horse's head, supported by a full-face, six-barred helmet, resting on a vase—the latter resting on the top of the escutcheon. The supporters are the Goddess of Liberty on the right, with her wand and cap, her left arm resting on the escutcheon; and Ceres on the left, her right hand resting on the escutcheon and her left supporting a cornucopia, filled with fruits and flowers. Around the border of the sea are the words, in Roman capitals, "The Great Seal of the State of New Jersey," and at the base the date of its adoption, in numeral letters, MDCCLXXVI., (1776.)

DELAWARE.



SETTLED BY SWEDES AND DANES, 1627.

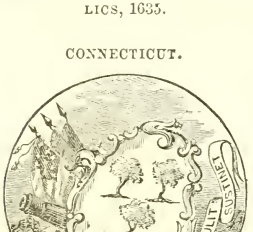
An azure shield, or escutcheon, divided into two equal parts by a white band or girdle. A cow is represented in the lower part of the shield, and in the upper part are two symbols, designed probably to represent the agricultural productions of the State—grain and tobacco. The crest (a wreath) supports a ship under full sail, displaying the American banner. On a white field around the escutcheon were formerly wreaths of flowers, branches of the olive, and other symbols, but these have been displaced for two figures, representing a mariner and a hunter. At the bottom of the seal, in numeral letters, is the date of its adoption, MDCCXCIII. (1793), and around the border, in Roman capitals, are the words "Great Seal of the State of Delaware."

MARYLAND.

SETTLED BY THE IRISH CATHOLICS, 1633.

On a white or silver field the figure of Justice is seen prominent in the centre of the foreground, grasping an olive branch, and a sword in her right hand, while her left is elevating her well-ballanced scales above her head. At her feet is a laurel wreath, the fasces and a cornucopia, with an uninscribed white label waving loosely from their midst. In the distance, on the right, is a view of the ocean, with a ship under full sail in the perspective, bounded by a clear horizon. On the left are some hogsheads of tobacco, symbolical of the principal products, and a ship with its sails partly unfurled, indicative of commercial enterprise.

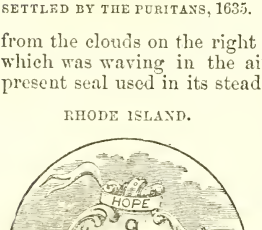
CONNECTICUT.



SETTLED BY THE PURITANS, 1635.

The original seal is of an oval form, without any ornamental devices, and on the field are delineated three grape-vines, each winding around and sustained by an upright support, the whole representing the three settlements (Hartford, Windsor, and Wethersfield) which formed the early colony. On a label waving around the lower vine is the motto *Qui Transtulit Sustinet*—"He who planteth still sustains." Around the margin of the field are the words, "*Sigillum Reipublicæ Connecticutensis:*" "The Seal of the State of Connecticut." [The Colonial seal had fifteen grape-vines, with a hand protruding from the clouds on the right above them, grasping the label and motto, which was waving in the air; but that seal has been broken, and the present seal used in its stead.]

RHODE ISLAND.



SETTLED BY ROGER WILLIAMS, 1636.

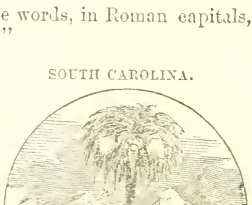
A white or silver shield, on which is an anchor with two flukes, and a cable attached. Above the shield, in Roman capitals, is the word HOPE, and from each upper corner of the shield is suspended an unlettered label. The device symbolizes those principles of civil and religious liberty which led to the founding of this colony, and in which the faith of the citizens of the State is still deeply *anchored*. The motto, HOPE, above the shield, directs the mind to the uncertain future, anticipating the growing prosperity of the State, and the perpetuity of its free institutions; while the unlettered label denotes that events are still progressing in the march of Time, and await the completion of History, before the destiny of the State shall be recorded thereon.

NORTH CAROLINA.

SETTLED BY THE ENGLISH, 1650.

In the original seal, which differs somewhat from the margin, on a white or silver field are represented the Goddess of Liberty on the right, and Ceres, the Goddess of corn and of harvests, on the left. In the right hand of the former is a scroll, representing the Declaration of Independence, and the left supports her wand, surmounted by the cap of liberty. Ceres has in her right hand three heads or ears of wheat, and in her left the cornucopia or horn of plenty, filled with the products of the earth. In the background is a marine view, indicative of the commercial resources of the State. Around the outer circle, starting from a star on the top, are the words, in Roman capitals, "Great Seal of the State of North Carolina."

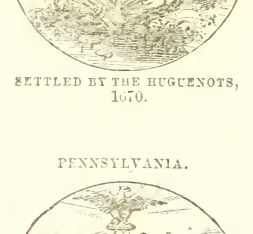
SOUTH CAROLINA.



SETTLED BY THE HUGUENOTS, 1670.

In the centre of the white or silver field is the device of a palmetto-tree (a species of the date), with its topmost branches denoting a vigorous growth, emblematical of the prosperous progress of the State. Near the base of the tree are two cross-pieces; composed of bundles of spears, at the crossing of which is attached a scroll or label, with the motto, *Animis opibusque parati*—"Ready [to defend it] with our lives and property," which motto, by the way, is more generally put around the lower half of the outer circle, with the words "South Carolina" occupying the upper half, preceded by a single star.

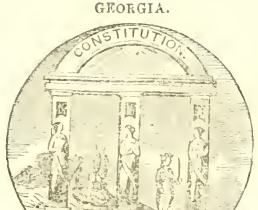
PENNSYLVANIA.



SETTLED BY WILLIAM PENN, 1682.

On a white field is an escutcheon parted by a yellow or golden band or girdle, on which is represented a plough in its natural color. In the upper part of the shield, a ship under full sail is gliding smoothly over the waves of the sea, which are surmounted by an azure sky. At the lower part, on a green ground, are three golden sheaves of wheat, denoting that agriculture as well as commerce, is one of the primary reliances of the State. On the right of the shield is a stalk of maize, and on the left an olive branch. For the crest, on a wreath of olive flowers, is perched a bald eagle, with wings extended, holding in its beak a label, with the motto, "Virtue, Liberty, and Independence." Around the margin of the seal are the words, "Seal of the State of Pennsylvania."

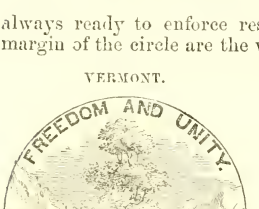
GEORGIA.



SETTLED BY THE ENGLISH, 1733.

In the centre of a circular white or silver field are three pillars, supporting an arch, around which are emblazoned the word "Constitution." The pillars are symbolical of the three departments of the State government—the Legislative, the Judiciary, and the Executive; and on the one at the right, representing the Legislative, is the word "Wisdom;" on the second, representing the Judiciary, is the word "Justice;" and on the third, representing the Executive, is the word "Moderation." Near the right pillar is the figure of an officer with a drawn sword, denoting that the aid of the military is always ready to enforce respect and obedience to law. Around the margin of the circle are the words, "State of Georgia. 1799."

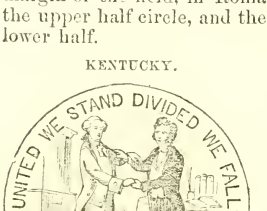
VERMONT.



ADMITTED INTO THE UNION, 1791.

A circular field, in the middle of which is a tall evergreen with fourteen branches —thirteen representing the original States, and the fourteenth or topmost the State of Vermont, supported by the others. Beneath a cloudless firmament, the Green Mountains are seen towering in the distance, and in the foreground are sheaves of wheat and a cow, indicative of an agricultural and grazing country, affording the true sources of thrift and independence for an industrious population. The Green Mountains have ever been considered characteristic of the hardy race which inhabits that region. Around the margin of the field, in Roman capitals, the word "Vermont" occupies the upper half circle, and the words "Freedom and Unity" occupy the lower half.

KENTUCKY.



ADMITTED INTO THE UNION, 1792.

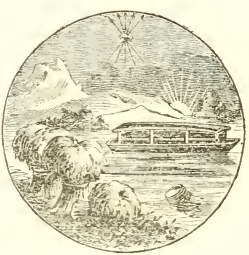
Although the seal of this State is apparently and really among the most simple in its design, yet it embodies a significance which should commend itself to the serious consideration of all who are disposed to place a slight value upon the union of the States. In the centre of a circular white or silver field, two friends are seen grasping one hand of each other in a firm and cordial embrace, while the other is extended to each other's back, significant of encouragement and support. Below them is the expressive motto, "United we stand; divided we fall." An ornamented double circle encompasses the whole, with the words "Seal of Kentucky" between the lines of the upper half-circle.

TENNESSEE.

ADMITTED INTO THE UNION, 1796.

A white or silver circular field, the upper half of which is occupied on the right by a plough, in the centre by a sheaf of wheat, and on the left by a stalk of cotton. Underneath these emblems, extending across the entire middle of the field, is the word "Agriculture," denoting that the first reliance of the State should be upon the productions of the soil. The lower half is occupied by a loaded barge, with the word "Commerce" below the water, indicating that the prosperity of all may be promoted through this means. Over the sheaf of wheat are the numeral letters XVI., denoting that this was the sixeeenth State admitted into the Union. Around the border are the words, "The Great Seal of the State of Tennesee," with the date, 1796.

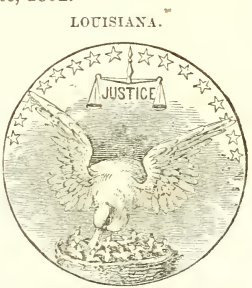
OHIO.



ADMITTED INTO THE UNION, 1802.

In a circular field are several devices, significant of the general surface, business, and prospects of the State. The central portion represents a cultivated country, with the emblem of agriculture (a wheat-sheaf) on the right, and on the left a bundle of seventeen arrows, indicating the number of States then constituting the Union. In the distance is a range of mountains, the base skirted by a tract of woodland. The rising sun, which is just becoming visible above the mountains, betokens the rising glory of the State. The foreground is an expanse of water, with a keel-boat on its surface, indicative of inland trade. Around the border are the words, "The Great Seal of the State of Ohio," with the date, 1802.

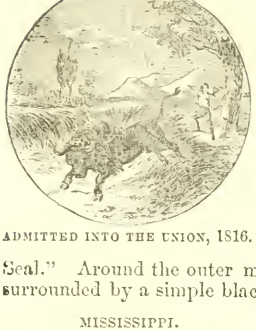
LOUISIANA.



ADMITTED INTO THE UNION, 1812.

On a white or silver circular field is represented a pelican, standing by her nest filled with young ones, in the attitude of "protection and defence," and in the act of feeding them—all sharing alike her maternal assiduity. The mother-bird symbolizes the general government of the Union; while the birds in the nest represent the several States. Above are the scales of Justice, which, taken in connection with the emblems beneath, signify that "equal and exact justice" must be extended to all the members of the confederacy. The semi-circle of eighteen stars indicates the number of States at the time of admission. In the upper portion of the external circle are the words, "State of Louisiana," and in the lower, the words, "Union and Confidence."

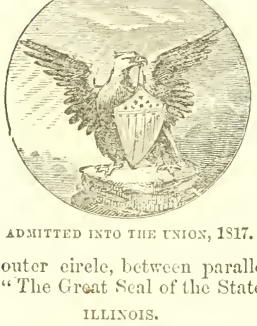
INDIANA.



ADMITTED INTO THE UNION, 1816.

In the lower portion of a circular field is represented a scene of prairie and woodland, with the surface gently undulating —descriptive of the predominant features of the State. In the foreground is a buffalo, an animal once abounding in great numbers in this region, apparently startled by the axe of the woodman or pioneer, who is seen on the left, felling the trees of the forest, denoting the march of civilization westward. In the distance, on the right, is seen the sun, just appearing above the verge of the horizon. In a half-circle, spanning the expressive scene beneath, are the words "Indiana State Seal." Around the outer margin of the whole is a plain green border, surrounded by a simple black line.

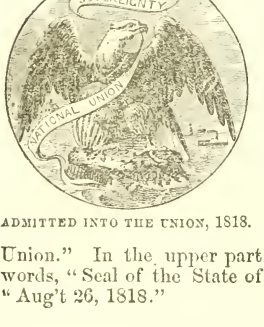
MISSISSIPPI.



ADMITTED INTO THE UNION, 1817.

In the centre of a white or silver circular field is the American eagle, with wide-spread wings, occupying the entire surface; which may be considered as denoting that all the people of the State, from whatever clime or country they may have come, are purely American in feeling, and are content to repose their trust under the broad wings of the "bird of liberty." In the right talon of the eagle is a bundle of four arrows, significant of power to sustain the principles of government, and to repel the assaults of an enemy; while an olive branch in the left betokens a disposition to maintain peace. Around the outer circle, between parallel lines, are the words, in Roman capitals, "The Great Seal of the State of Mississippi."

ILLINOIS.



ADMITTED INTO THE UNION, 1818.

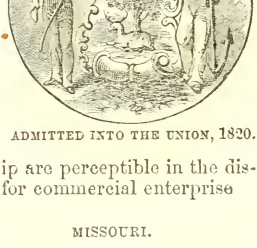
In the centre of a white or silver escutcheon is a representation of the American eagle, its wings spread so as to touch the inner margin of the shield. In its right talon is the emblem of peace, an olive branch; while three arrows are grasped in the left, denoting its readiness to sustain the three great branches of government. On its breast is an escutcheon, the lower half of which is represented of a red color, and the upper half blue, the latter bearing three white or silver stars. From its beak extends a label, waving in the air above it, with the inscription "State Sovereignty: National Union." In the upper part of a circle enclosing the shield are the words, "Seal of the State of Illinois," and in the lower part the date, "Aug't 26, 1818."

ALABAMA.

ADMITTED INTO THE UNION, 1819

Nearly the entire of a circular field is occupied with the representation of a map, embracing the names and localities of the principal rivers and towns, as they existed at the time when the territorial government was established, 1817. A portion of East Florida, embracing the line of surface as far as Pensacola, is included in the map, as also a small portion of Tennessee, sufficient to show the boundaries on either side. Around the circle, between two parallel lines, are the words, in Roman capitals, "Alabama. Executive office."

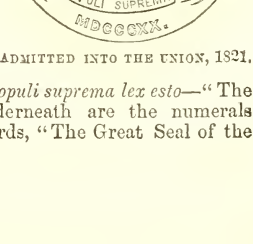
MAINE.



ADMITTED INTO THE UNION, 1820.

A white or silver shield, on which is represented a pine-tree, with a moose-deer recumbent at its base—emblematical of the valuable timber of the State, and of the security and repose enjoyed by the animals which range its immense forests. The "supporters" are a mariner resting on his anchor, and a husbandman with his scythe—denoting that commerce and agriculture are each primary resources of the State. Above the shield is the North Star, beneath which is the motto, *Dirigo*—"I direct;" and under the shield is the name of the State, in Roman capitals; while sea and land compose the foreground. On the left, the tall masts of a ship are perceptible in the distance, the sails spread, denoting a readiness for commercial enterprise

MISSOURI.



ADMITTED INTO THE UNION, 1821.

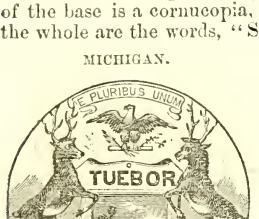
On a circular shield, equally divided by a perpendicular line, is a red field on the right side, in which is the white or grizzly bear of Missouri. Above, separated by a wavy or curved line, is a white or silver crescent, in an azure field. On the left, on a white field, are the arms of the United States. A band surrounds the escutcheon, on which are the words, "United we stand, divided we fall." For the crest, over a yellow or golden helmet, full faced and grated with six bars, is a silver star; and above it, a constellation of twenty-three smaller stars. The supporters are two grizzly bears, standing on a scroll inscribed, *Salus populi suprema lex esto*—"The public safety is the supreme law." Underneath are the numerals MDCCCXX., and around the circle the words, "The Great Seal of the State of Missouri."

ARKANSAS.

ADMITTED INTO THE UNION, 1836.

Occupying the lower part of a circle is a shield, near the base of which is a white star on a blue field, representing the State. In the middle portion is a bee-hive, signifying industry, and a plough, denoting agriculture; while a steamboat, emblematic of commerce, fills the upper part. For the crest, the goddess of liberty is represented with her wand and cap in one hand, and a wreath of laurel in the other, surrounded by a constellation of stars, indicating the States. The supporters two eagles, one grasping a bundle of arrows, and the other an olive branch; a label extending from the claw of each, with the motto *Regnant Populi*—"The People rule." On either side of the base is a cornucopia, and around the circle which encloses the the whole are the words, "Seal of the State of Arkansas."

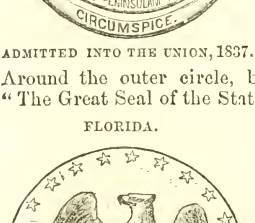
MICHIGAN.



ADMITTED INTO THE UNION, 1837.

On an escutcheon in the centre of a white field is the representation of a peninsula extending into a lake, a man with his gun, and the rising sun. On the upper part is the word *Tuebor*—"I will defend it;" and on a label extending across the lower part is the motto, *Si quarris peninsulam amœnam circumspice*—"If you seek a delightful country (peninsula), behold it." The supporters are a common deer on the right, and a moose on the left, both abounding in the forests of Michigan. For the crest, is the American eagle; above which, on a label waving above all, is the motto, *E Pluribus Unum*. Around the outer circle, between two parallel lines, are the words, "The Great Seal of the State of Michigan, A. D. MDCCCXXXVII."

FLORIDA.



ADMITTED INTO THE UNION, 1845.

The seal which was originally used for the territory of Florida, although not formally adopted as that of the State, has been continued ever since, and of course retains all its legal force. In the centre of a circular white or silver field is represented the American eagle, "the bird of liberty," grasping the emblem of peace, an olive branch, in its left talon; and in its right a bundle of three arrows, significant of the three principal reliances of good government—the executive, the legislative, and the judicial. Above are arranged in a semi-circle thirteen stars, emblematic of the thirteen original states, and below, the ground is represented as covered with the prickly pear, a fruit common to the country, and for which an appropriate motto would be, "Let us live."

TEXAS.

ADMITTED INTO THE UNION, 1845.

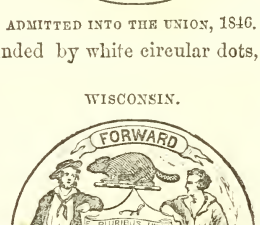
Texas is the only State which enjoyed a literally independent or isolated existence previous to its admission into the Union. During its struggle with Mexico, it adopted as an official seal a white or silver star of five points on an azure field, encircled by branches of the live oak and olive. Around the outer circle were the words, "Republic of Texas" in Roman capital letters. With the exception of the words around the margin, which is now blank, except the word "Texas" in the upper half-circle, the former seal has been adopted since by the State. The live oak (*quercus virens*), which abounds in the forests of Texas, is a strong and durable timber, much used in ship-building, and forming an important article of export.

IOWA.

ADMITTED INTO THE UNION, 1846.

Like some of the other States which enjoyed a territorial existence for a length of time before they were invested with the dignity of States, Iowa still retains her original seal, the device of which is perhaps more simple and expressive than that of any other State. In the centre of a white or silver circular field is an eagle in the attitude of flight, grasping in his right talon a bow, its left talon just visible within the inner circle around the field, and holding in its beak a single arrow. The words, "Seal of the Territory of Iowa," form nearly a complete circle around the field, leaving a blank space at the lower part, and these again are surrounded by white circular dots, on a black ground.

WISCONSIN.



ADMITTED INTO THE UNION, 1847.

A large portion of the field is occupied by land and water scenery, denoting the agricultural, commercial, and mining interests of the State. In the foreground is a man ploughing with a span of horses; in the middle is a pile of lead in bars, a barrel, a rake, a sheaf of wheat, an anchor, and a cornucopia. Lakes Michigan and Superior are represented, with a sloop on the former, and a steamboat on the latter, towards which an Indian on the shore is pointing. In the distance is a level prairie, skirted by a range of woodland—a light-house and school-house on the left, and the State-house in the centre. In a semi-circle above are the words, *Civilitas successit Barbarum*—"Civilization has succeeded Barbarism." At the bottom is the date when a territorial government was formed, "Fourth of July, 1836;" and around the whole are the words "The Great Seal of the Territory of Wisconsin which has not yet been changed.

CALIFORNIA.

ADMITTED INTO THE UNION, 1850.

In the foreground on the left, Minerva is seated on a rock, near the bank of an extensive bay or river, which winds its course among the majestic mountains on either side. Her spear is grasped in the right hand, while the left rests on the top of her shield by her side, near which is a grizzly bear, significant of the snowy region round about. On the right is a hardy miner with his pick, seeking the golden treasures secreted among the rocks. Along the centre is seen a majestic bay, with two clippers in full view, indicating that commerce is one of the chief reliances of the people. Above the snow-covered mountains, which bound the view, is the Greek word *Eureka*—"I have found."

MINNESOTA.

ADMITTED INTO THE UNION, 1857.

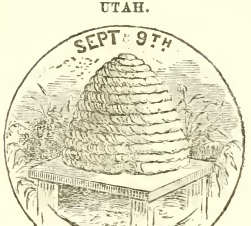
The seal of this State represents the peculiar circumstances under which it was originally settled, when the white man first undertook to convert its comparative deserts into productive agricultural fields. In the distance, an Indian is seen mounted on a swift steed, retreating from the haunts where he had long been accustomed to enjoy unmolested the sports of the chase, and to roam uninterruptedly amidst his native forests. In the foreground is seen the new settler, preparing for his future subsistence by turning up the furrow, preparatory to sowing seed for the harvest. His gun and ammunition are lying behind him, ready to repel the assaults of savage foes, to which he is constantly exposed. The motto, *L'Etoile du Nord*, (the Star of the North,) is expressive of the bright future which this State is destined to realize.

OREGON.

ADMITTED INTO THE UNION, 1858.

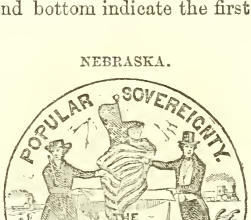
The emblems on the shield in the centre of the circular ground, are indicative of the advantages to be derived from a wild and mountainous country, through the medium of commerce, which are symbolized by the range of mountains depicted in the lower, and by the ship occupying the upper portion of the escutcheon. The right supporter is a representative of that unfortunate race who once entirely possessed the country, but who have been compelled to yield their heritage in part to the power of that enterprising people whose emblem is the eagle, here used as the left supporter. The crest, a beaver, denotes the sort of trade which formerly distinguished the inhabitants of this region.

UTAH.



The simple device adopted for this territory is sufficiently expressive, and requires no lengthened explanation of what it is intended to symbolize. The bee-hive, in all ages, has been regarded as the emblem of industry, and the position in which it is here represented, as resting on a substantial foundation, implies that it is the certain harbinger of success in every important undertaking. The representations of vegetation in the background, imply that these productions of the soil are to be obtained by well-applied skill and industry, and upon these are the people to rely for a prosperous future. Perhaps, if we take into consideration the social condition of the original settlers of this territory, the bee-hive may be regarded as significant of the unity of interests at that time predominant. The dates at the top and bottom indicate the first formation of a territorial government.

NEBRASKA.



This seal displays the characteristics of the settlers who have adopted this territory as their future home. Representatives of the two principal classes of people (agricultural and mechanical) are seen in the act of upholding the Constitution, over which the American flag is gathered, in token of its care and protection. The steamboat, seen in the distance on the right, indicates that the State possesses many resources for extensive commerce, which may be materially aided by railroads and other internal improvements, which are shadowed out on the left. The plow and the anvil are emblems of the immense agricultural and mineral advantages which abound in every direction, and whose development is certain to secure for this territory an eminent degree of wealth and prosperity. The motto, "Popular Sovereignty," expresses the will of the people to govern themselves, and is only the embodiment of a sentiment almost universally prevalent.

TABLE OF GOLD AND SILVER COINS,

WITH THEIR CURRENT VALUE, ACCORDING TO WEIGHT.

GOLD COINS.

	$ cts.
United States Double Eagle	20 00
United States Eagle (since 1834)	10 00
United States Eagle (before 1834)	10 50
United States Half-Eagle (since 1834)	5 00
United States Half-Eagle (before 1834)	5 25
United States Quarter-Eagle	2 50
California Half-Eagle	4 90 to 5 00
United States Gold Dollar	1 00
Doubloon, Mexico, Central America, New-Granada, Ecuador, Columbia, Peru, Bolivia, Chili	15 60
Doubloon, Spain	16 00
Half-Doubloon, Bolivia, Peru, &c.	7 75
Half-Doubloon, Spain	8 00
Quarter-Doubloon, Mexico, Columbia, Peru, Bolivia, Chili, &c.	3 75
Quarter-Doubloon, Spain	4 00
Eighth-Doubloon, Spain	2 00
Sixteenth-Doubloon, Mexico, Central America, New Granada, &c.	90
Sixteenth-Doubloon, Spain	1 00
Half-Joe, Brazil	8 50
Half-Joe, Portugal	6 to 8 50
Eighth-Joe, Portugal	1 75
Moidore, Brazil and Portugal	4 75 to 6 00
Tenth-Moidore, Brazil and Portugal	50
Crown, Portugal	5 75
Dobraon, Portugal	34 00
Five Sovereigns, England	24 20
Double Sovereign	9 67
Sovereign	4 80 to 4 83
Half-Sovereign	2 41
Guinea	5 00
Half-Guinea	2 50
Third of a Guinea	1 66
One Mohur, East India Company	6 75
Double Louis d'or, France	9 00
Louis d'or	4 50
Forty Francs	7 66
Twenty Francs	3 83
Six Francs	1 12
Ten Thalers, Germany	7 80
Five Thalers	3 90
Frederick d'or, Prussia	3 90
Double Frederick d'or	7 80
Sovereign	6 50
Half-Sovereign	3 25
Ten Gilders	3 98
Five Gilders	1 98
Carolin	4 75
Half-Carolin	2 85
Quarter-Carolin	1 18
Twelve Marks	1 55
Ducat	2 20
Quadruple Ducat, Austria	8 80
Twenty-five Francs	4 75
Imperial, Russia	7 78
Half Imperial, or Five Roubles	3 90
Hundred Lire, Italian States	19 15
Eighty Lire	15 32
Forty Lire	$7 66
Twenty Lire	3 83
Ten Lire	1 90
Sequin	2 20
Ten Scudo	10 00
Tweuty Drachms, Greece	3 30
Turkish Gold Coin	24

SILVER COINS.

United States Dollar	1 00
Half-Dollar	50
Quarter-Dollar	25
One Dime	10
Half-Dime	5
Dollar, Mexico, Central America, New-Granada, Columbia, Peru, Chili, Argentine Confederation, &c.	1 00
Base Dollar, New-Granada	65
Base Dollar, Bolivia	90
960 Reis, Brazil and Portugal	98
1,200 Reis	1 00
One Real, South American States, 6 to	12
Half-Dollar	30 to 50
Quarter-Dollar	22 to 24
Spanish Dollar	1 00
Half-Dollar	40 to 50
Quarter-Dollar	23 to 24
Head Pistareen	18
Pistareen	16
Half-Pistareen	8
Five Pecetas	90
One Peceta	16
Crusado, Portugal	50
Six Vintems	12
Testoon	6
Crown, England	1 00 to 1 12
Half-Crown	50 to 56
Shilling	23
Sixpence	12
Rupee, East India Company	47
Crown, France	1 00
Five Francs	93
Two Francs	34
One Franc	17
Crown, Italy	93 to 97
Scudo	86 to 97
One Livre	17
Rix-Dollar	93
Florin	20
Crown, Germany	1 00 to 1 02
Thaler	66 to 1 02
Florin	40 to 45
Gilder	36
Six Stivers	6
Six Kreutzers	2
Ducatoon, Germany	1 15
Ducatoon, Belgium	93
Crown, Switzerland	1 00
Rix-Dollar, Denmark, Sweden, Norway, &c.	75 to 1 10
Rouble, Russia	78